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County of Santa Barbara
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

GRISELDA RAMIREZ GONZALEZ;
VISENTE MARTINEZ AGUINO; RUFINO
LOPEZ DE LA CRUZ; as individuals, on
behalf of themselves and others similarly
situated

PLAINTIFFS,

v.

E & A FARMING; E & A FARMING INC;
RANCHO 135; BETTERAVIA
INVESTMENTS LLC; LUIS FAMILY LP;
DENNIS LUIS FAMILY LIMITED
PARTNERSHIP; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 24CV05190

**[Case Assigned for All Purposes to Hon.
Patricia Kelly in Dept. 1]**

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 224
6. Violation of Labor Code § 226(a)
7. Violation of Labor Code § 212
8. Penalties Pursuant to Labor Code § 203
9. Violation of Business & Professions Code § 17200
10. Penalties Pursuant to Labor §2699, et seq.

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Attorneys for Plaintiffs and the proposed class

1 Plaintiffs GRISELDA RAMIREZ GONZALEZ; VISENTA MARTINEZ AGUINO;
2 RUFINO LOPEZ DE LA CRUZ, as individuals, on behalf of themselves and all others similarly
3 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
4 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),
5 complaints of Defendants E & A FARMING; E & A FARMING INC; RANCHO 135;
6 (collectively, “Defendants”) and each of them, as follows:

7 **I.**

8 **INTRODUCTION**

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

11 All non-exempt employees who are employed or have been
12 employed as an hourly employee or piece rate worker by E & A
13 FARMING; E & A FARMING INC; RANCHO 135;, in the State
14 of California, who worked one or more pay periods since four (4)
years prior to the filing of this action to the present (“Proposed
Class”)

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

20 3. From at least four (4) years prior to the filing of this action continuing to the present,
21 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
22 Class members.

23 a. Plaintiffs and the Proposed Class members were not paid at the proper
24 corresponding rate for all hours worked, including overtime and double-time.
25 Plaintiffs and the Proposed Class members often worked a seventh consecutive
26 day of work in a workweek, but Defendants did not pay overtime and double
27 time for this seventh day. This resulted in Plaintiffs and the Proposed Class
28 members regularly working in excess of eight hours in one workday and in

1 excess of 40 hours in one workweek and not being compensated at the
2 appropriate overtime or double-time rate for all hours worked.

3 b. Further, Plaintiffs and the Proposed Class were not properly compensated for
4 all hours worked because Defendants failed to pay Plaintiffs and the Proposed
5 Class for each and every hour worked. Plaintiffs and the Proposed Class
6 routinely worked “off the clock” and performed compensable activities before,
7 during, and after each working shift for which no pay was provided. With regard
8 to pre-shift work, Plaintiffs and the Proposed Class are required to report to
9 work prior to their scheduled shift and perform work but are routinely told by
10 Defendants to wait anywhere approximately ten (10) to thirty (30) minutes
11 before Plaintiffs and the Proposed Class can begin their scheduled shifts.
12 Plaintiffs and the Proposed Class also prepare their tools and/or equipment all
13 of which is performed while “off the clock”. In the middle of their shifts,
14 Defendants required Plaintiffs and the Proposed Class to travel between fields
15 once they are done picking at one field. With regard to post-shift work, at the
16 end of each working shift Plaintiffs and the Proposed Class are required to
17 spend approximately one (1) hour after their scheduled shift has ended, cutting
18 plants and crops, cleaning jars, and putting tools/equipment away. Defendants
19 failed to record the waiting time, including work performed off-the-clock, and
20 failed to compensate Plaintiffs and the Proposed Class for all hours worked.

21 4. From at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated
23 with meal periods and failed to provide compliant meal periods. Defendants have had a consistent
24 policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2)
25 failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation
26 for each workday that the complaint meal period was not provided, as required by California state
27 wage and hour laws. Additionally, Defendants have had a consistent policy of failing to pay meal
28 period premiums in compliance with California law.

1 5. From at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated
3 with rest periods and failed to provide compliant rest periods. Defendants have had a consistent
4 policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours
5 worked or major fraction thereof. Additionally, Defendants failed to pay such employees one (1)
6 hour of pay at the employee's regular rate of compensation for each workday that a compliant rest
7 period was not provided, as required by California state wage and hour laws. Defendants have
8 had a consistent policy of paying rest period premiums in violation of Labor Code §§ 226.7 and
9 512.

10 6. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of vehicles
12 for business related purposes. As discussed above, Defendants required Plaintiffs and the Proposed
13 Class to use their own vehicle to travel between fields in the middle of their shifts. Plaintiffs and
14 the Proposed Class were not reimbursed for their vehicle use, such as gas, for travel between
15 Defendants' fields during the course of a work shift. By failing to provide Plaintiffs and the
16 Proposed Class with the necessary transportation reimbursement, Defendants have burdened
17 Plaintiffs and the Proposed Class with the cost of using their own vehicles to perform required
18 work.

19 7. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants violated Labor Code § 224 by making unlawful deductions from Plaintiffs'
21 and the Proposed Class members' paychecks if Plaintiffs and the Proposed Class members lost
22 any tools. These payroll deductions were not authorized by Plaintiffs and the Proposed Class
23 members. By making these deductions from Plaintiffs' and the Proposed Class members' earned
24 wages, Defendants failed to pay Plaintiffs and the Proposed Class members all wages.

25 8. For at least one (1) year prior to the filing of this action continuing to the present,
26 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
27 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting
28 total hours worked by Plaintiffs and the Proposed Class, reporting the appropriate rate of pay, and

1 showing Defendants' address.

2 9. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendants violated Labor Code § 212 by paying Plaintiffs and the Proposed Class
4 members in cash by a foreman who deduct a fee from the case payments. Plaintiff and the Proposed
5 Class members are not paid without discount, on demand, in violation of the Labor Code.

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

9 11. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action
10 pursuant to Labor Code §§ 201, 202, 203, 212, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199,
11 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking
12 unpaid wages, unpaid overtime, unpaid double-time, meal and rest period penalties, unreimbursed
13 expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief,
14 and reasonable attorneys' fees and costs.

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

18 13. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
19 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
20 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
21 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees, presently or
22 formerly employed by Defendants during the liability period as defined in their PAGA notice letter
23 (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
24 penalties for Defendants' violations of Labor §§ 201, 202, 203, 204, 212, 224, 226(a), 226.7, 510,
25 512, 1194, 1194.2, 1199, 2802.

26 **II.**

27 **JURISDICTION AND VENUE**

28 14. This Court has subject matter jurisdiction over all causes of action asserted herein

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

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

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

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

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

III.

PARTIES

A. PLAINTIFFS

19. Plaintiffs Griselda Ramirez Gonzalez, Visenta Martinez Aguino, and Rufino Lopez De La Cruz are residents of California.

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

a. Work without being paid at the appropriate overtime and/or double-time rate;

b. Work without being paid for all hours worked;

- c. Work without being provided compliant meal periods;
- d. Work without being provided compliant rest periods;
- e. Work without being reimbursed for necessary tools and equipment and using personal vehicles for work related purposes;
- f. Work without being paid all earned wages;
- g. Work without being issued payroll checks that can be drawn from an institution located within the State of California free from fees; and,
- h. Work without Defendants providing accurate itemized wage statements.

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

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

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

B. DEFENDANTS

24. Defendant E & A Farming 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 852 Vintage Way, Los Alamos, CA 93440.

25. Defendant E & A Farming Inc is believed to be a California corporation operating within the state of California. Defendant’s address is believed to be 1899 Highway 135, Santa Maria, CA 93455.

26. Defendant Rancho 135 is believed to be a California corporation operating within the state of California. Defendant’s address is believed to be P.O. Box 1137, Los Alamos, CA 93340.

27. Upon information and belief, Defendants employed Plaintiffs and similarly situated persons as agricultural employees on an hourly and/or piece rate basis within California.

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

1 Defendants have done and does business throughout the State of California.

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

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

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

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

24 32. Defendants issued or cause to be issued, during the relevant period, payroll checks
25 to Plaintiffs and members of the Proposed Class for agricultural work performed for Defendants.

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

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1 **IV.**

2 **FACTUAL BACKGROUND**

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

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

12 36. From at least four (4) years prior to the filing of this action continuing to the present,
13 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
14 Class members.

15 a. Plaintiffs and the Proposed Class members were not paid at the proper
16 corresponding rate for all hours worked, including overtime and double-time.
17 Plaintiffs and the Proposed Class members often worked a seventh consecutive
18 day of work in a workweek, but Defendants did not pay overtime and double
19 time for this seventh day. This resulted in Plaintiffs and the Proposed Class
20 members regularly working in excess of eight hours in one workday and in
21 excess of 40 hours in one workweek and not being compensated at the
22 appropriate overtime or double-time rate for all hours worked.

23 b. Further, Plaintiffs and the Proposed Class were not properly compensated for
24 all hours worked because Defendants failed to pay Plaintiffs and the Proposed
25 Class for each and every hour worked. Plaintiffs and the Proposed Class
26 routinely worked “off the clock” and performed compensable activities before,
27 during, and after each working shift for which no pay was provided. With regard
28 to pre-shift work, Plaintiffs and the Proposed Class members are required to

1 report to work prior to Plaintiffs' and the Proposed Class members' scheduled
2 shift and perform work but is routinely told by Defendants to wait anywhere
3 approximately ten (10) to thirty (30) minutes before Plaintiffs and the Proposed
4 Class members can begin their scheduled shifts. Specifically, Plaintiffs and the
5 Proposed Class members are required to prepare their tools and/or equipment,
6 such as gloves and shoes, boxes and carts, all of which is performed while "off
7 the clock". Defendants required Plaintiffs and the Proposed Class members to
8 travel between fields once Plaintiffs and the Proposed Class members are done
9 picking at one field. With regard to post-shift work, Plaintiffs and the Proposed
10 Class members are required to spend approximately one (1) hour after their
11 scheduled shift has ended, cutting plants and crops, cleaning jars, and putting
12 tools/equipment away.

- 13 c. Defendants fails to record the waiting time, including work performed off-the-
14 clock, and failed to compensate Plaintiffs and the Proposed Class members for
15 all hours worked.

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

24 38. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to provide all required rest periods of
26 at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
27 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
28 that the rest period was not provided, as required by California state wage and hour laws.

1 Defendants also failed to inform Plaintiffs and the members of the Proposed Class of their right to
2 take compliant rest periods by way of a lawful policy.

3 39. On a regular and consistent basis, Plaintiffs and the Proposed Class have not been
4 properly reimbursed expenses associated with the cost of vehicles for business related purposes.
5 As discussed above, Defendants required Plaintiffs and the Proposed Class members to use their
6 own vehicle to travel between fields in the middle of their shifts. Plaintiffs and the Proposed Class
7 members were not reimbursed for their vehicle use, such as gas, for travel between Defendants'
8 fields during the course of a work shift. By failing to provide Plaintiffs and the Proposed Class
9 members with the necessary transportation reimbursement, Defendants have burdened Plaintiffs
10 and the Proposed Class members with the cost of using their own vehicles to perform required
11 work.

12 40. For at least four (4) years prior to the filing of this action and continuing to the
13 present, Defendants made unlawful deductions from Plaintiffs' and the Proposed Class members'
14 paychecks if Plaintiffs and the Proposed Class members lost any tools. These payroll deductions
15 were not authorized by Plaintiffs and the Proposed Class members. By making these deductions
16 from Plaintiffs' and the Proposed Class members' earned wages, Defendants failed to pay
17 Plaintiffs and the Proposed Class members all wages, in violation of Labor Code § 224.

18 41. For at least one (1) year prior to the filing of this action continuing to the present,
19 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
20 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting
21 total hours worked by Plaintiffs and the Proposed Class, reporting the appropriate rate of pay, and
22 showing Defendants' address.

23 42. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants paid Plaintiffs and the Proposed Class members in cash by foreman who
25 deduct a fee from the case payments. Defendants' foreman cashed the check of Plaintiffs and the
26 Proposed Class members and just provided the cash in envelopes, deducting around 5 to 10 dollars
27 per check. This violated Labor Code § 212 because it is not payable without discount.

28 43. Defendants willfully failed to pay wages and compensation, when Plaintiffs and all

1 Proposed Class members quit or are laid off or were discharged. This failure was willful, without
2 legal justification, and interfered with Plaintiffs' and the Proposed Class members' rights.

3 44. As a result of the acts alleged herein, Defendants violated Labor Code §2699, *et*
4 *seq.*

5 **V.**

6 **CLASS ACTION ALLEGATIONS**

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

10 All non-exempt employees who are employed or have been
11 employed as an hourly employee or piece rate worker by E & A
12 FARMING; E & A FARMING INC; RANCHO 135;, in the State
13 of 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 46. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to
15 amend or modify the class description with greater specificity, by division into subclasses, or by
16 limitation to particular issues.

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

20 **A. NUMEROSITY**

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

26 49. Plaintiffs allege that Defendants' employment records would provide information
27 as to the number and location of all Proposed Class members. Joinder of all members of the
28 Proposed Class is not practicable.

1 **B. COMMONALITY**

2 50. There are questions of law and fact common to the Proposed Class that predominate
3 over any questions affecting only individual Proposed Class members. These common questions
4 of law and fact include, without limitation:

5 a. Whether Defendants failed to pay wages, overtime, and/or double-time
6 compensation as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194,
7 1194.2, and 1199;

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

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

18 d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-
19 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
20 cost of tools and using their own vehicles to perform required work;

21 e. Whether Defendants violated Labor Code § 224 by making unlawful
22 deductions from Plaintiffs' and the Proposed Class members' paychecks;

23 f. Whether Defendants violated Labor Code § 226(a) and Wage Order 14-
24 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing
25 to provide an accurate itemized wage statements that accurately report the total hours worked and
26 the applicable rates, including meal/rest period premiums, for Plaintiffs and the members of the
27 Proposed Class and showing Defendant's address;

28 g. Whether Defendants violated Labor Code § 212 by failing to issue proper

1 payroll paychecks that can be drawn out of an institution located within the state of California free
2 from fees;

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

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

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

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

12 **C. TYPICALITY**

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

17 **D. ADEQUACY OF REPRESENTATION**

18 52. Plaintiffs will fairly and adequately represent and protect the interests of the
19 members of the proposed Class.

20 53. Counsel who represents Plaintiffs and the Proposed Class are competent and
21 experienced in litigating large employment class actions.

22 **E. SUPERIORITY OF CLASS ACTION**

23 54. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all Proposed Class members is not
25 practicable, and questions of law and fact common to the Proposed Class predominate over any
26 questions affecting only individual members of the Proposed Class. Each member of the Proposed
27 Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or
28 practice of failing to pay all wages due, failing to pay at the appropriate overtime and/or double-

1 time rate, failing to provide compliant meal and rest periods, failing to reimburse expenses, failing
2 to provide accurate itemized wage statements, failing to issue proper payroll paychecks, and failing
3 to pay all wages upon resignation or termination.

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

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10 VI.

11 FIRST CAUSE OF ACTION

12 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

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

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

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

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

25 58. Here, Plaintiffs and the Proposed Class members were not paid at the proper
26 corresponding rate for all hours worked, including overtime and double-time. Plaintiffs and the
27 Proposed Class members often worked a seventh consecutive day of work in a workweek, but
28 Defendants did not pay overtime and double time for this seventh day. This resulted in Plaintiffs

1 and the Proposed Class members regularly working in excess of eight hours in one workday and
2 in excess of 40 hours in one workweek and not being compensated at the appropriate overtime or
3 double-time rate for all hours worked.

4 59. Further, Defendants have had a consistent policy of failing to pay wages and/or
5 overtime to Plaintiffs and the Proposed Class members. Plaintiffs and the Proposed Class members
6 were not properly compensated for all hours worked over eight (8) hours in one day or forty (40)
7 hours in one week. Plaintiffs and the Proposed Class members were not properly compensated for
8 all hours worked because Defendants fails to pay Plaintiffs and the Proposed Class members for
9 each and every hour worked. Plaintiffs and the Proposed Class members routinely worked “off the
10 clock” and performed compensable activities before, during, and after each working shift for which
11 no pay was provided as detailed below.

12 60. With regard to pre-shift work, Plaintiffs and the Proposed Class members are
13 required to report to work prior to Plaintiffs’ and the Proposed Class members’ scheduled shift and
14 perform work but is routinely told by Defendants to wait anywhere approximately ten (10) to thirty
15 (30) minutes before Plaintiffs and the Proposed Class members can begin their scheduled shifts.
16 Specifically, Plaintiffs and the Proposed Class members are required to prepare their tools and/or
17 equipment, such as gloves and shoes, boxes and carts, all of which is performed while “off the
18 clock”. This waiting time and work performed prior to the Plaintiffs’ and the Proposed Class
19 members’ scheduled shift occurs daily and Plaintiffs and the Proposed Class members are not
20 compensated for this wait time or work performed. These activities and time are compensable, but
21 Defendants fails to pay Plaintiffs and the Proposed Class members for this time worked.

22 61. Defendants required Plaintiffs and the Proposed Class members to travel between
23 fields once Plaintiffs and the Proposed Class members are done picking at one field. Plaintiffs and
24 the Proposed Class members use their own vehicle(s) to travel to at least one different field
25 approximately 2-3 times per week. The time spent by Plaintiffs and the Proposed Class members
26 to travel between fields is approximately 5 minutes. Plaintiffs and the Proposed Class members
27 are not compensated for this travel time, nor is Plaintiffs and the Proposed Class members
28 reimbursed for use of their personal vehicle to perform required work.

62. With regard to post-shift work, Plaintiffs and the Proposed Class members are required to spend approximately one (1) hour after their scheduled shift has ended, cutting plants and crops, cleaning jars, and putting tools/equipment away. This time spent was performed after being “clocked out” and as such, Plaintiffs and the Proposed Class members are not compensated for this time worked even though this time is compensable.

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

64. 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.

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

66. Additionally, Defendants do not maintain accurate records of meal periods for Plaintiffs and the Proposed Class members.

67. As such, Defendants have violated this statute and the Wage Order by failing to keep accurate records.

68. By their policy of requiring Plaintiffs and members of the Proposed Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendants willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

69. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class members have been deprived of wages, overtime, and/or double-time in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs.

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1 **VII.**

2 **SECOND CAUSE OF ACTION**

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

4 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

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

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

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

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

19 75. Defendants have had a consistent policy of failing to pay Plaintiffs and the Proposed
20 Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all
21 required meal periods were not provided, as required by California state wage and hour laws. Very
22 recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court
23 set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an
24 employer fails to provide a compliant meal period or rest break. Specifically, the Court held that
25 those bonus payments must include the hourly value of any nondiscretionary earnings (such as a
26 nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base
27 hourly rate. Defendants have had a consistent policy of failing to pay meal period premiums in
28 compliance with California law.

76. 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.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE COMPLIANT REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

78. 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).

79. Defendants are 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. Defendants 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.

80. 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. 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, Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

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 per missed rest period, in a sum to be proven at trial.

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1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

5 **LABOR CODE § 2802**

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

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

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

14 85. During the relevant period, Plaintiffs and the Proposed Class members are entitled
15 to reimbursement of all business-related expenses Plaintiffs and the Proposed Class members
16 incurred throughout the duration of their employment. Specifically, Defendants have failed to
17 reimburse Plaintiffs and the Proposed Class members the cost of vehicles for business related
18 purposes. As discussed above, Defendants required Plaintiffs and the Proposed Class members to
19 use their own vehicle to travel between fields in the middle of their shifts. Plaintiffs and the
20 Proposed Class members were not reimbursed for their vehicle use, such as gas, for travel between
21 Defendants' fields during the course of a work shift.

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

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

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1 X.

2 FIFTH CAUSE OF ACTION

3 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

4 VIOLATION OF LABOR CODE § 224

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

7 89. Under Labor Code § 224, employers are prohibited from making any deductions
8 from an employee's wages which is not either authorized by the employee in writing or permitted
9 by law. These provisions specifically provide that it "shall in no way make it unlawful for an
10 employer to withhold or divert any portion of an employee's wages when the employer is required
11 or empowered so to do by state or federal law or when a deduction is expressly authorized in
12 writing by the employee to cover insurance premiums, hospital or medical dues, or other
13 deductions not amounting to a rebate or deduction from the standard wage arrived at by collective
14 bargaining or pursuant to wage agreement or statute, or when a deduction to cover health and
15 welfare or pension plan contributions is expressly authorized by a collective bargaining or wage
16 agreement."

17 90. Defendants made unlawful deductions from Plaintiffs' and the Proposed Class
18 members' paychecks if Plaintiffs and the Proposed Class members lost any tools. However, these
19 payroll deductions were not authorized by Plaintiffs and the Proposed Class members.

20 91. By making these deductions from Plaintiffs' and the Proposed Class members'
21 earned wages, Defendants failed to pay Plaintiffs and the Proposed Class members all wages, in
22 violation of Labor Code § 224.

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

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1 **XI.**

2 **SIXTH CAUSE OF ACTION**

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

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

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

7 94. Labor Code § 226(a) requires that every employer shall, semimonthly or at the time
8 of each payment of wages, furnish each of his or her employees, an accurate itemized statement in
9 writing showing all applicable hourly rates in effect during the pay period, the corresponding
10 number of hours worked at each hourly rate by the employee, and name and address of the legal
11 entity that is the employer. (Labor Code §§ 226(a)(2), (8), and (9).)

12 95. Plaintiffs and the Proposed Class are issued wage statements that do not include the
13 total hours worked by the employee.

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

17 97. Defendants failed to furnish itemized wage statements to Plaintiffs and the
18 Proposed Class members that show its address.

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

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

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1 **XII.**

2 **SEVENTH CAUSE OF ACTION**

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

4 **VIOLATION OF LABOR CODE § 212**

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

7 101. Labor Code § 212 states in relevant part that: “Any order, check, draft, note,
8 memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in
9 cash, on demand, without discount, at some established place of business in the state, the name
10 and address of which must appear on the instrument, and at the time of its issuance and for a
11 reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds
12 in, or credit, arrangement, or understanding with the drawee for its payment.” Thus, Labor Code
13 § 212 requires that payroll checks be drawn on an institution located within the state of California.

14 102. Plaintiffs and the Proposed Class members are paid in cash by foreman who deduct
15 a fee from the case payments. Specifically, Defendants’ foreman cashed the check of Plaintiff and
16 the Proposed Class members and just provided the cash in envelopes to Plaintiffs and the Proposed
17 Class members, deducting around 5 to 10 dollars per check in violation of Labor Code § 212. This
18 violates the Labor Code because it is not payable without discount.

19 103. Defendants’ failure to provide Plaintiffs and the Proposed Class members with
20 proper payroll checks free from fees according to Labor Code § 212 was all done on a regular and
21 consistent basis.

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

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1 **XIII.**

2 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

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

24 **XIV.**

25 **NINTH CAUSE OF ACTION**

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

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

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

1 incorporates by reference all previous paragraphs.

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

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

11 113. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
12 practices.

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

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

26 116. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
27 violation of § 17200, *et seq.* of the Business & Professions Code.

28 117. Defendants, by engaging in the conduct herein alleged, either knew or in the

1 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a
2 violation of § 17200, *et seq.* of the Business & Professions Code.

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

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

12 **XV.**

13 **TENTH CAUSE OF ACTION**

14 **PLAINTIFFS ON BEHALF OF THEMSELVES AND ALL AGGREIVED EMPLOYEES**

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

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

18 121. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
19 seek penalties under Labor Code §2699, *et seq.* use of Defendants' violation of Labor Code §§
20 201, 202, 203, 212, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; Wage Order 14-2001;
21 and California Code of Regulations, Title 8, Section 11070, which call for civil penalties.

22 122. Plaintiffs bring this representative action on behalf of themselves and the State of
23 California as well as on behalf of the aggrieved employees defined as:

- 24 a. All non-exempt employees who are employed or have been employed as an
25 hourly employee or piece rate worker by E & A FARMING; E & A FARMING
26 INC; RANCHO 135, in the State of California, who worked one or more pay
27 periods since one (1) year prior to the date of this letter and continuing to the
28 present. ("aggrieved employees")

1 123. In addition to the Labor Code standards §§ 201, 202, 203, 212, 224, 226(a), 226.7,
2 510, 512, 1194, 1194.2, 1199, and 2802 claims alleged in detail above, Plaintiffs also allege that
3 Defendants violated Labor Code §§ 204(d), as the basis for a PAGA claim on behalf of the
4 aggrieved employees.

5 124. For at least one (1) year prior to the date of the letter sent to the Labor and
6 Workforce Development Agency and Defendants giving notice of these PAGA claims and
7 continuing to the present, Defendants have violated Labor Code § 204(d) with respect to the
8 aggrieved employees. Defendants failed to pay Plaintiffs and the aggrieved employees all wages
9 for a biweekly payroll period within seven (7) calendar days following the close of the payroll
10 period in violation of Labor Code §§ 204(d). Here, Plaintiffs and the aggrieved employees were
11 paid after the seventh (7th) day following the close of the payroll period in violation of these
12 statutes.

13 125. Defendants' violation of Labor Code § 204(d) was all done on a regular and
14 consistent basis.

15 126. Plaintiffs are aggrieved employees within the meaning of PAGA and Defendants
16 has violated Labor Code § 204(d) with respect to Plaintiffs and the aggrieved employees.

17 127. As a result of the acts alleged above, Plaintiffs, on behalf of themselves and the
18 aggrieved employees, seeks penalties under Labor Code § 2699, *et seq.* because of Defendants'
19 violation of Labor Code § 204(d), for which a civil penalty applies under PAGA.

20 128. As a result of the acts alleged above, Plaintiffs seeks penalties under Labor Code §
21 2699, *et seq.* because of Defendants' violation of Labor Code §§ 201, 202, 203, 204(d), 212, 224,
22 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC Wage Order-14 which call for
23 civil penalties.

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

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

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

28 130. These penalties shall be allocated seventy-five percent (75%) to the LWDA and

1 twenty-five percent (25%) to the affected employees.

2 131. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
3 LWDA² and mailed a letter by certified mail to Defendants' entity addresses, as proscribed by the
4 Code on February 9, 2024, describing Defendants' conduct in violation of Labor Code §§ 201,
5 202, 203, 204(d), 212, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 (*see* Exhibit
6 "1.") Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the
7 notice (*see* Exhibit "2"). Plaintiffs also received a signed green return receipt from Defendants,
8 indicating that it received Plaintiffs' notice letter (*see* Exhibit "3").

9 132. As no letter evidencing the LWDA's intention to investigate was received by
10 Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
11 action as though the LWDA had not chosen to investigate pursuant to Labor Code
12 §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
13 Amended Class and Representative Action Complaint immediately.

14 ///

15 **RELIEF REQUESTED**

16 **WHEREFORE**, Plaintiffs pray for the following relief:

17 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
18 to Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing of this
19 action to the present as may be proven;

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

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

26 4. For compensatory damages in the amount of Plaintiffs' and each Proposed Class

27

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

members' unreimbursed out of pocket expenses as a requirement of employment;

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

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

7. An award of prejudgment and post judgment interest;

8. An order enjoining Defendants and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiffs with proper wages, overtime/double-time, meal periods, rest periods, unreimbursed expenses, proper payroll checks, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 212, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;

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

10. For penalties under Labor Code §2699, *et seq.* for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 212, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11070;

11. For injunctive relief pursuant to Labor Code §226(a) requiring Defendants to remedy 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. An award providing for payment of costs of suit;

14. An award of attorneys' fees; and

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

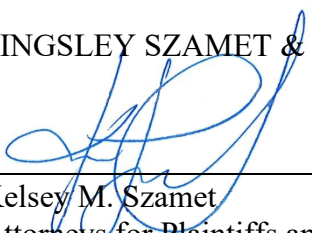
DEMAND FOR JURY TRIAL

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

1
2 DATED: September 12, 2024

KINGSLEY SZAMET & LY

3
4 By:


Kelsey M. Szamet

Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
www.kingsleylawyers.com 
(818) 990-8300 

September 12, 2024

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

E & A Farming
852 Vintage Way
Los Alamos, CA 93440
Via Certified Mailing #9589 0710 5270 1151 8455 23

E & A Farming
c/o Agent for Service of Process
Blanca E. Mejia
215 N. Lincoln Street
Santa Maria, CA 93458
Via Certified Mailing #9589 0710 5270 1151 8455 30

E & A Farming
P O Box 86
Los Alamos, CA 93440
Via Certified Mailing #9589 0710 5270 1151 8455 47

E & A Farming
409 E Church St. Ste B
Santa Maria, CA 93454
Via Certified Mailing #9589 0710 5270 1151 8455 54

E & A Farming Inc
1899 Highway 135
Santa Maria, CA 93455
Via Certified Mailing #9589 0710 5270 1151 8455 61

Rancho 135
P.O. BOX 1137
Los Alamos, CA 93440

Via Certified Mailing #9589 0710 5270 1151 8455 78

Betteravia Investments LLC
c/o Agent for Service of Process
A Milo Ferini
1850 W Stowell Road
Santa Maria, CA 93454
Via Certified Mailing #9589 0710 5270 1151 8455 85

Luis Family LP
Rr 4 Box 1138
Santa Maria, CA 93455-9801
Via Certified Mailing #9589 0710 5270 1151 8455 92

Dennis Luis Family Limited Partnership
1955 Highway 135
Santa Maria, CA 93455
Via Certified Mailing #9589 0710 5270 1151 8456 08

Dennis Luis Family Limited Partnership
Rr 4 Box 1138
Santa Maria, CA 93455-9801
Via Certified Mailing #9589 0710 5270 1151 8456 15

Dennis Luis Family Limited Partnership
c/o Agent for Service of Process
Kathy Luis
Route 4 Box 1138
Orcutt, CA 93455
Via Certified Mailing #9589 0710 5270 1151 8456 22

Re: Griselda Ramirez Gonzalez; Visenta Martinez Aguino; Rufino Lopez De La Cruz
v. E & A Farming; E & A Farming Inc; Rancho 135; Betteravia Investments
LLC; Luis Family LP; Dennis Luis Family Limited Partnership
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Griselda Ramirez Gonzalez, Visenta Martinez Aguino, and Rufino Lopez De La Cruz (collectively, "Plaintiffs") and a proposed group of current and former employees working for E & A FARMING; E & A FARMING INC; RANCHO 135; BETTERAVIA

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 12, 2024

Page 3 of 8

INVESTMENTS LLC; LUIS FAMILY LP; DENNIS LUIS FAMILY LIMITED PARTNERSHIP (collectively, “Defendants”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiffs and all of Defendants’ aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed as an hourly employee or piece rate worker by E & A FARMING; E & A FARMING INC; RANCHO 135; BETTERAVIA INVESTMENTS LLC; LUIS FAMILY LP; DENNIS LUIS FAMILY LIMITED PARTNERSHIP, in the State of California, who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

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

Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and 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 and double-time. Plaintiffs and the aggrieved employees often worked a seventh consecutive day of work in a workweek, but Defendants did not pay overtime and double time for this seventh day. 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 or double-time rate for all hours worked.

Further, Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the aggrieved employees. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked because Defendants 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

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September 12, 2024

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compensable activities before, during, and after each working shift for which no pay was provided as detailed below.

With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work prior to Plaintiffs' and the aggrieved employees' scheduled shift and perform work but is routinely told by Defendants to wait anywhere approximately ten (10) to thirty (30) minutes before Plaintiffs and the aggrieved employees can begin their scheduled shifts. Specifically, Plaintiffs and the aggrieved employees are required to prepare their tools and/or equipment, such as gloves and shoes, boxes and carts, all of which is performed while "off the clock". 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 Defendants fails to pay Plaintiffs and the aggrieved employees for this time worked.

Defendants 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 use their own vehicle(s) 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 5 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 required to spend approximately one (1) hour after their scheduled shift has ended, cutting plants and crops, cleaning jars, and putting tools/equipment away. This time spent was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Defendants 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, Defendants have violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Plaintiffs and the aggrieved employees have begun and ended each work shift and the total hours worked. Additionally, Defendants do not maintain accurate records of meal periods for Plaintiffs and the aggrieved employees. As such, Defendants have violated this statute and the Wage Order by failing to keep accurate records.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for

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September 12, 2024

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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 not provided, was not provided in full, or was not provided in a timely manner.

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

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendants have had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, 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. Defendants fail 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 above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Plaintiffs and the aggrieved employees are entitled to reimbursement of all business-related expenses Plaintiffs and the aggrieved employees incurred throughout the duration of their employment. Specifically, Defendants have failed to reimburse Plaintiffs and the aggrieved employees the cost of vehicles for business related purposes. As discussed above, Defendants

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September 12, 2024

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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 Defendants' fields during the course of a work shift. By failing to provide Plaintiffs and the aggrieved employees with the necessary transportation reimbursement, Defendants have burdened Plaintiffs and the aggrieved employees with the cost of using their own vehicles to perform required work.

Under Labor Code § 224, employers are prohibited from making any deductions from an employee's wages which is not either authorized by the employee in writing or permitted by law. Here, Defendants made unlawful deductions from Plaintiffs' and the aggrieved employees' paychecks if Plaintiffs and the aggrieved employees lost any tools. These payroll deductions were not authorized by Plaintiffs and the aggrieved employees. By making these deductions from Plaintiffs' and the aggrieved employees' earned wages, Defendants failed to pay Plaintiffs and the aggrieved employees all wages, in violation of Labor Code § 224.

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

Also, Defendants issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding 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 §226(a)(8) 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 name and address of the legal entity that is the employer, and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer. Defendants failed to furnish itemized wage statements to Plaintiffs and the aggrieved employees that show its address.

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California Labor Code §2699 Penalties

September 12, 2024

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Labor Code § 204(d) requires that employees paid on a weekly, biweekly, or semimonthly basis be paid no later than seven (7) calendar days after the payroll period ends. Defendants often paid Plaintiffs and the aggrieved employees later than seven (7) calendar days following the close of payroll.

Plaintiffs and the aggrieved employees are paid in cash by foreman who deduct a fee from the case payments. As such, the aggrieved employees are not paid without discount, on demand, that violate Labor Code § 212. Labor Code § 212 states in relevant part that: “Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.” Thus, Labor Code § 212 requires that payroll checks be drawn on an institution located within the state of California. Here, Defendants’ foreman cashed the check of Plaintiffs and the aggrieved employees and just provided the cash in envelopes to Plaintiffs and the aggrieved employees, deducting around 5 to 10 dollars per check in violation of Labor Code § 212. This violates Labor Code § 212 because it is not payable without discount.

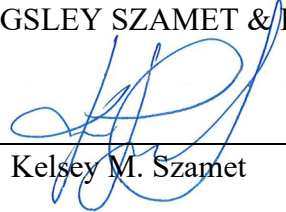
Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof 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 Defendants. Furthermore, Defendants’ 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, Defendants have 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, Defendants, 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, 204, 212, 224, 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

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

Your Email Address *

kimberly@kingsleylawyers

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

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 *

Griselda Ramirez Gonzalez

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Visenta Martinez Aguino

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

[Remove](#)

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Rufino Lopez De La Cruz

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

[Remove](#)

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

E & A Farming

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

852 Vintage Way

Employer City *

Los Alamos

Employer State *

California

Employer Zip/Postal Code *

93440

Employer Industry *

Agriculture ▼

Add additional defendants

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

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

E & A Farming

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

215 N. Lincoln Street

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93458

Employer Industry *

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

E & A Farming

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

P O Box 86

Employer City *

Los Alamos

Employer State *

California ▼

Employer Zip/Postal Code *

93440

Employer Industry *

Agriculture ▼

[Remove](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

E & A Farming

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

409 E Church St. Ste B

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93454

Employer Industry *

Agriculture ▼

[Remove](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

E & A Farming Inc

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1899 Highway 135

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93455

[Remove](#)

Employer Industry *

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Rancho 135

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

P.O. BOX 1137

Employer City *

Los Alamos

Employer State *

California ▼

Employer Zip/Postal Code *

93440



Employer Industry *

Agriculture ▼

[Remove](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Betteravia Investments LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1850 W Stowell Road

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93454



Employer Industry *

Agriculture ▼

[Remove](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Luis Family LP

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Rr 4 Box 1138

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93455-9801



Employer Industry *

Agriculture ▼

[Remove](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Dennis Luis Family Limited Partnership

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1955 Highway 135

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93455



Employer Industry *

Agriculture ▼

[Remove](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Dennis Luis Family Limited Partnership

Maximum 80 Character Limit

[Remove](#)

Employer Street Name, Number and Suite/Apt *

Rr 4 Box 1138

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93455-9801



Employer Industry *

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Dennis Luis Family Limited Partnership

Maximum 80 Character Limit

[Remove](#)

Employer Street Name, Number and Suite/Apt *

Route 4 Box 1138

Employer City *

Orcutt

Employer State *

California ▼

Employer Zip/Postal Code *

93455



Employer Industry *

Agriculture ▼

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

- ☐ 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

Provide Details of Other Violation *

Other(Maybe Multiple)

Failure to maintain accurate meal period records under IWC Wage Order

☒ Other Violation

Provide Details of Other Violation *

Other(Maybe Multiple)

Violation of Labor Code sections 224, 204(d), and 212

☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleylawyers.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File

LWDA Letter – EA Farming.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 12, 2024 12:07 PM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

9/12/2024

LWDA Case No. LWDA-CM-1050206-24

Law Firm : Kingsley Szamet & Ly

Plaintiff Name : Griselda Ramirez Gonzalez, Visenta Martinez Aguino, Rufino Lopez De La Cruz

Employer: E & A Farming

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)

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 12, 2024 12:09 PM
To: Service Email
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-1050206-24

Order Number: ORD-000303821

Total:\$75.00

Card Type: [REDACTED]

Date: 9/12/2024

Billing Information

Name: Eric Kingsley

Email: service@kingsleylawyers.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

E&A Farming
852 Vintage Way
Los Alamos, CA 93440



9590 9402 8465 3186 4276 06

2. Article Number (Transfer from service label)

9589 0710 5270 1151 8455 23

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent☐ Addressee

C. Date of Delivery

9-27-24

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☐ Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



SANTA BARBARA CA 931

27 SEP 2024 PM 3 L

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

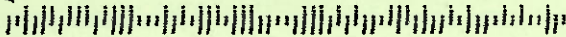
9590 9402 8465 3186 4276 06

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 91436

EPA Farming
PACA Lw



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ELA Farming
PO BOX 86
Los Alamos, CA 93440



9590 9402 8465 3186 4276 99

2. Article Number (Transfer from service label)

9589 0710 5270 1151 8455 47

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-27-24

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

Mail
Restricted Delivery

USPS TRACKING#

SANTA BARBARA CA 931



27 SEP 2024 PM 2 L

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

9590 9402 8465 3186 4276 99

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 91436

ECA Farming
PAID Ltr



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rancho 135
P.O. Box 1137
Los Alamos, CA 93440



9590 9402 8465 3186 4276 75

2. Article Number (Transfer from service label)

9589 0710 5270 1151 8455 78

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Angela Perez A*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9/23

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

3. Service Type

- | | |
|--|--|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Mail Restricted Delivery | |

Domestic Return Receipt

USPS TRACKING #



SANTA BARBARA CA 931

23 SEP 2024 PM 2 L

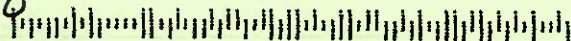
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8465 3186 4276 75

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 91436



E&A Farming
PAWS CA