

KINGSLEY SZAMET EMPLOYMENT LAWYERS

ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
JESSICA BULAON, Esq., (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

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Attorneys for Plaintiffs and the proposed class

[Additional Counsel on the next page]

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

GERONIMO MARTINEZ VASQUEZ;
JUANA MARTINEZ VASQUEZ;
PRISCILIANO MARTINEZ LOPEZ, as
individuals, on behalf of themselves and
others similarly situated

PLAINTIFFS,

v.

DL FARM MANAGEMENT INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 24CV05826

[Case Assigned for All Purposes to Hon. Jed
Beebe in Dept. SM4]

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

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

1 Edgar I. Aguila-socho, Esq. (SBN 285567)
2 Mario Martinez, Esq. (SBN 200721)
3 **MARTINEZ AGUILASOCHO LAW, INC.**
4 P.O. Box 1998
5 Bakersfield, California 93303
6 eaguila-socho@farmworkerlaw.com
7 mmartinez@farmworkerlaw.com
8 Telephone: (661) 859-1 174
9 Facsimile: (661) 840-6154

10 Attorneys for Plaintiffs and the proposed class
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1 Plaintiffs GERONIMO MARTINEZ VASQUEZ; JUANA MARTINEZ VASQUEZ;
2 PRISCILIANO MARTINEZ LOPEZ, (“Plaintiffs”) as individuals, on behalf of themselves, all
3 others similarly situated, and for PRISCILIANO MARTINEZ LOPEZ, on behalf of the people of
4 the State of California and as “aggrieved employees” under Labor Code Private Attorneys General
5 Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains of Defendant DL FARM
6 MANAGEMENT INC. (“Defendant”) and each of them, as follows:

7 **I.**

8 **INTRODUCTION**

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

11 All persons who are employed or have been employed as a non-
12 exempt employee by DL FARM MANAGEMENT INC., in the
13 State of California since four (4) years prior to the filing of this
action to the present. (“Proposed Class”)

14 2. Plaintiffs and the Proposed Class worked for Defendant in or near Santa Barbara
15 County, California as seasonal agricultural workers. Plaintiffs and the Proposed Class worked in
16 the cultivation and harvesting of strawberries and other berries, and doing other agricultural work
17 on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by
18 Defendant. Plaintiffs and the Proposed Class were paid on an hourly basis and also earned a piece
19 rate for work picking crops.

20 3. From at least four (4) years prior to the filing of this action continuing to the present,
21 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
22 Members at the appropriate rate. Plaintiffs and the Proposed Class were not properly compensated
23 for all hours worked because Defendant failed to pay Plaintiffs and the Proposed Class for each
24 and every hour worked. Plaintiffs and the Proposed Class were required to routinely work “off the
25 clock” and performed compensable activities before, during, and after each working shift for which
26 no pay was provided.

27 a. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
28 to report to work prior to their scheduled shift and perform work but are routinely told by

1 Defendant to wait anywhere from approximately five (5) to twenty-five (25) minutes before
2 Plaintiffs and the Proposed Class can begin their scheduled shifts. This required time is spent
3 readying the harvest cart, donning and doffing gear such as gloves, and preparing boxes and
4 clamshells, among other required tasks. In addition, Plaintiffs and the Proposed Class are required
5 to walk five (5) to ten (10) minutes every day from their cars to the field. All of this work is
6 performed daily while “off the clock” and Plaintiffs and the Proposed Class are not compensated
7 for this time or worked performed. During winter, Plaintiffs and the Proposed Class are required
8 to wait around thirty (30) minutes at least once during the season before they begin their scheduled
9 shifts. This required waiting time is not compensated by Defendant. These activities and time are
10 compensable, but Defendant fails to pay Plaintiffs and the Proposed Class for this time worked.

11 b. In the middle of shifts, Defendant required Plaintiffs and the Proposed Class
12 to travel between fields once Plaintiffs and the Proposed Class are done picking at one field.
13 Plaintiffs and the Proposed Class can sometimes walk to the other field, but Plaintiffs and the
14 Proposed Class are sometimes required to use their own vehicle(s) to travel between fields per
15 shift at least once a week, and potentially more during peak season. The time spent by Plaintiffs
16 and the Proposed Class to travel between fields is approximately five (5) to ten (10) minutes.
17 Plaintiffs and the Proposed Class are not compensated for this travel time, nor are Plaintiffs and
18 the Proposed Class reimbursed for their use of their personal vehicle to perform required work.

19 c. With regard to post-shift work, at the end of each working shift, Plaintiffs
20 and the Proposed Class are instructed by the foreman to continue working to finish their boxes and
21 finish their “corte” (section) before leaving. Plaintiffs and the Proposed Class worked from
22 approximately five (5) minutes to twenty (20) minutes at least once a week after the end of their
23 shift in order to finish their boxes and/or finish their section as required. This time spent finishing
24 their boxes and/or their section was performed after being “clocked out” and as such, Plaintiffs
25 and the Proposed Class are not compensated for this time even though this time is compensable.

26 d. Additionally, Defendant has had a consistent policy of failing to pay wages
27 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay. Plaintiffs and
28 other Proposed Class members were not properly compensated for all hours worked over eight (8)

1 hours in one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not
2 properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the
3 Proposed Class for all hours worked over 8 hours per day or 40 hours per week.

4 4. From at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
6 their right to take meal periods by way of a lawful policy and failing to provide Plaintiffs and the
7 Proposed Class members compliant meal periods, and failing to pay such employees one (1) hour
8 of pay at the employees' regular rate of compensation for each workday that the meal period is not
9 provided or provided after five (5) hours, as required by California state wage and hour laws.
10 Additionally, Defendant has a consistent policy of failing to pay meal period premiums in
11 compliance with California law.

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

22 6. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class for their tools and
24 mileage necessary to perform their job duties. The work performed by Plaintiffs and the Proposed
25 Class necessitated the use of special tools. The work performed by Plaintiffs and the Proposed
26 Class necessitated the use of tools such as, but not limited to, harvest carts, cannery carts, tires,
27 gloves, jackets, hats, knives, glasses, and various other tools. Defendant fails to reimburse
28 Plaintiffs and the Proposed Class for the costs associated with purchasing and using these tools.

1 Defendant also required Plaintiffs and the Proposed Class to travel between fields to perform work
2 tasks. Because Defendant did not provide buses or other transportation to workers so that they
3 could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class used
4 their own vehicles to travel from field to field. Defendant did not reimburse Plaintiffs and the
5 Proposed Class for their vehicle use for travel between Defendant's job sites during the course of
6 a work shift, in violation of California law.

7 7. For at least one (1) year prior to the filing of this action continuing to the present,
8 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
9 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
10 applicable hourly rates in effect during the pay period, and the corresponding number of hours
11 worked at each hourly rate by the employee and failing to include the required information on the
12 itemized wage statements.

13 8. For at least three (3) years prior to the filing of this action continuing to the present,
14 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs and
15 the Proposed Class.

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

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

25 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
26 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
27 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
28 pursuant to PAGA. Plaintiff PRISCILIANO MARTINEZ LOPEZ, on behalf of himself and all

1 aggrieved employees presently or formerly employed by Defendant during the liability period as
2 defined in his PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to
3 Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor Code §§ 201,
4 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802.

5 **II.**

6 **JURISDICTION AND VENUE**

7 12. This Court has subject matter jurisdiction over all causes of action asserted herein
8 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
9 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
10 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
11 State of California or is subject to adjudication in the courts of the State of California.

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

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

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

25 16. Plaintiff PRISCILIANO MARTINEZ LOPEZ files this amended complaint adding
26 a claim for penalties pursuant to Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor
27 Code § 2699.3(a)(2)(C)].

28 **III.**

1 **PARTIES**

2 **A. PLAINTIFF**

3 17. Plaintiffs GERONIMO MARTINEZ VASQUEZ; JUANA MARTINEZ
4 VASQUEZ; PRISCILIANO MARTINEZ LOPEZ are residents of California.

5 18. Plaintiff and all Proposed Class Members, were regularly required to:

- 6 a. Work without being paid for all hours at the appropriate overtime rate;
7 b. Work without being paid for all hours worked;
8 c. Work without being provided compliant meal periods;
9 d. Work without being provided compliant rest periods;
10 e. Work without being reimbursed for necessary tools and equipment and
11 using personal vehicles for work related purposes;
12 f. Work without Defendant providing accurate itemized wage statements;

13 19. Defendant willfully failed to compensate Plaintiff and all Proposed Class members
14 for wages at the termination of their employment with Defendant.

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

17 21. Plaintiff PRISCILIANO MARTINEZ LOPEZ and all aggrieved employees as
18 defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor
19 Code § 2699, *et seq.* (*see* Labor Code §2699(c).)

20 **B. DEFENDANTS**

21 22. Defendant DL FARM MANAGEMENT INC. is believed to be a California
22 corporation operating within the State of California. Defendant’s corporate address is believed to
23 be 1414 N. Lincoln St., Santa Maria, CA 93458 and/or 1945 Roemer Place, Santa Maria, CA
24 93454. Or Upon information and belief, Defendant employed Plaintiffs and similarly situated
25 persons as hourly employees within California. Defendant has done and does business throughout
26 the State of California.

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

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

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

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

16 **IV.**

17 **FACTUAL BACKGROUND**

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

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

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

27 a. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
28 to report to work prior to their scheduled shift and perform work but are routinely told by

1 Defendant to wait anywhere from approximately five (5) to twenty-five (25) minutes before
2 Plaintiffs and the Proposed Class can begin their scheduled shifts. This required time is spent
3 readying the harvest cart, donning and doffing gear such as gloves, and preparing boxes and
4 clamshells, among other required tasks. In addition, Plaintiffs and the Proposed Class are required
5 to walk five (5) to ten (10) minutes every day from their cars to the field. All of this work is
6 performed daily while “off the clock” and Plaintiffs and the Proposed Class are not compensated
7 for this time or worked performed. During winter, Plaintiffs and the Proposed Class are required
8 to wait around thirty (30) minutes at least once during the season before they begin their scheduled
9 shifts. This required waiting time is not compensated by Defendant. These activities and time are
10 compensable, but Defendant fails to pay Plaintiffs and the Proposed Class for this time worked.

11 b. In the middle of shifts, Defendant required Plaintiffs and the Proposed Class
12 to travel between fields once Plaintiffs and the Proposed Class are done picking at one field.
13 Plaintiffs and the Proposed Class can sometimes walk to the other field, but Plaintiffs and the
14 Proposed Class are sometimes required to use their own vehicle(s) to travel between fields per
15 shift at least once a week, and potentially more during peak season. The time spent by Plaintiffs
16 and the Proposed Class to travel between fields is approximately five (5) to ten (10) minutes.
17 Plaintiffs and the Proposed Class are not compensated for this travel time, nor are Plaintiffs and
18 the Proposed Class reimbursed for their use of their personal vehicle to perform required work.

19 c. With regard to post-shift work, at the end of each working shift, Plaintiffs
20 and the Proposed Class are instructed by the foreman to continue working to finish their boxes and
21 finish their “corte” (section) before leaving. Plaintiffs and the Proposed Class worked from
22 approximately five (5) minutes to twenty (20) minutes at least once a week after the end of their
23 shift in order to finish their boxes and/or finish their section as required. This time spent finishing
24 their boxes and/or their section was performed after being “clocked out” and as such, Plaintiffs
25 and the Proposed Class are not compensated for this time even though this time is compensable.

26 d. Additionally, Defendant has had a consistent policy of failing to pay wages
27 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay. Plaintiffs and
28 other Proposed Class members were not properly compensated for all hours worked over eight (8)

1 hours in one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not
2 properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the
3 Proposed Class for all hours worked over 8 hours per day or 40 hours per week.

4 29. From at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
6 their right to take meal periods by way of a lawful policy and failing to provide Plaintiffs and the
7 Proposed Class members compliant meal periods, and failing to pay such employees one (1) hour
8 of pay at the employees' regular rate of compensation for each workday that the meal period is not
9 provided or provided after five (5) hours, as required by California state wage and hour laws.
10 Additionally, Defendant has had a consistent policy of failing to pay meal period premiums in
11 compliance with California law.

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

22 31. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class for their tools and
24 mileage necessary to perform their job duties. The work performed by Plaintiffs and the Proposed
25 Class necessitated the use of special tools. Plaintiffs and the Proposed Class are required to work
26 without being reimbursed for their business expenses. Defendant fails to reimburse Plaintiffs and
27 the Proposed Class for the costs associated with purchasing and using these tools. Defendant also
28 required Plaintiffs and the Proposed Class to travel between fields to perform work tasks.

1 Defendant did not reimburse Plaintiffs and the Proposed Class for their vehicle use for travel
2 between Defendant's job sites during the course of a work shift, in violation of California law.

3 32. For at least one (1) year prior to the filing of this action continuing to the present,
4 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
5 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
6 applicable hourly rates in effect during the pay period, and the corresponding number of hours
7 worked at each hourly rate by the employee and failing to include the required information on the
8 itemized wage statements.

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

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

13 **V.**

14 **CLASS ACTION ALLEGATIONS**

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

18 All persons who are employed or have been employed as a non-
19 exempt employee by DL FARM MANAGEMENT INC., in the
20 State of California since four (4) years prior to the filing of this
action to the present. ("Proposed Class")

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

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

27 **A. NUMEROSITY**

28 38. The potential members of the Proposed Class as defined are so numerous that

1 joinder of all the members of the Proposed Class is impracticable. While the precise number of
2 proposed Class Members has not been determined at this time, Plaintiffs are informed and believes
3 that Defendant currently employ, and during the relevant time periods employed over 50 members
4 of the Proposed Class.

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

8 **B. COMMONALITY**

9 40. There are questions of law and fact common to the Proposed Class that predominate
10 over any questions affecting only individual Proposed Class Members. These common questions
11 of law and fact include, without limitation:

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

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

19 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 14
20 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
21 of their right to take rest periods and failing to provide required rest periods throughout the term
22 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
23 periods;

24 d. Whether Defendant violated Labor Code § 2802 and/or Wage Order 14-
25 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
26 cost of tools and using their own vehicles to perform required work;

27 e. Whether Defendant violated Labor Code § 226(a) and Wage Order 14-2001
28 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing by

1 failing to provide an accurate itemized wage statements that accurately report the total hours
2 worked and the applicable rates, including meal/rest period premiums, for Plaintiffs and the
3 members of the Proposed Class;

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

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

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

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

13 **C. TYPICALITY**

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

18 **D. ADEQUACY OF REPRESENTATION**

19 42. Plaintiffs will fairly and adequately represent and protect the interests of the
20 members of the proposed Class.

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

23 **E. SUPERIORITY OF CLASS ACTION**

24 44. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
26 practicable, and questions of law and fact common to the Proposed Class predominate over any
27 questions affecting only individual members of the Proposed Class. Each member of the Proposed
28 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or

1 practice of failing to pay all wages due, failing to pay at the appropriate overtime rate, failing to
2 provide meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized
3 wage statements, and failing to pay all wages upon resignation or termination.

4 45. 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 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
7 action that would preclude its maintenance as a class action.

8 **VI.**

9 **FIRST CAUSE OF ACTION**

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

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

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

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

15 47. Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes
16 require an employer to compensate its employees at the minimum wage rate for all hours worked
17 and at a rate of no less than one and one-half times the regular rate of pay for any work in excess
18 of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work
19 in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular
20 rate of pay. California law also requires that any compensation must be included in the regular rate
21 of pay for the purposes of determining correct overtime rates.

22 48. Here, Defendant has had a consistent policy of failing to pay wages and/or overtime
23 to Plaintiffs and the Proposed Class. Plaintiffs and the Proposed Class were not properly
24 compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.
25 Plaintiffs and the Proposed Class were not properly compensated for all hours worked, because
26 Defendant failed to pay Plaintiffs and the Proposed Class for each and every hour worked.
27 Plaintiffs and the Proposed Class routinely worked “off the clock” and performed compensable
28 activities before, during, and after each working shift for which no pay was provided as detailed

1 below.

2 a. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
3 to report to work prior to their scheduled shift and perform work but are routinely told by
4 Defendant to wait anywhere from approximately five (5) to twenty-five (25) minutes before
5 Plaintiffs and the Proposed Class can begin their scheduled shifts. This required time is spent
6 readying the harvest cart, donning and doffing gear such as gloves, and preparing boxes and
7 clamshells, among other required tasks. In addition, Plaintiffs and the Proposed Class are required
8 to walk five (5) to ten (10) minutes every day from their cars to the field. All of this work is
9 performed daily while “off the clock” and Plaintiffs and the Proposed Class are not compensated
10 for this time or worked performed. During winter, Plaintiffs and the Proposed Class are required
11 to wait around thirty (30) minutes at least once during the season before they begin their scheduled
12 shifts. This required waiting time is not compensated by Defendant. These activities and time are
13 compensable, but Defendant fails to pay Plaintiffs and the Proposed Class for this time worked.

14 b. In the middle of shifts, Defendant required Plaintiffs and the Proposed Class
15 to travel between fields once Plaintiffs and the Proposed Class are done picking at one field.
16 Plaintiffs and the Proposed Class can sometimes walk to the other field, but Plaintiffs and the
17 Proposed Class are sometimes required to use their own vehicle(s) to travel between fields per
18 shift at least once a week, and potentially more during peak season. The time spent by Plaintiffs
19 and the Proposed Class to travel between fields is approximately five (5) to ten (10) minutes.
20 Plaintiffs and the Proposed Class are not compensated for this travel time, nor are Plaintiffs and
21 the Proposed Class reimbursed for their use of their personal vehicle to perform required work.

22 c. With regard to post-shift work, at the end of each working shift, Plaintiffs
23 and the Proposed Class are instructed by the foreman to continue working to finish their boxes and
24 finish their “corte” (section) before leaving. Plaintiffs and the Proposed Class worked from
25 approximately five (5) minutes to twenty (20) minutes at least once a week after the end of their
26 shift in order to finish their boxes and/or finish their section as required. This time spent finishing
27 their boxes and/or their section was performed after being “clocked out” and as such, Plaintiffs
28

1 and the Proposed Class are not compensated for this time even though this time is compensable.

2 d. Additionally, Defendant has had a consistent policy of failing to pay wages
3 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay. Plaintiffs and
4 other Proposed Class members were not properly compensated for all hours worked over eight (8)
5 hours in one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not
6 properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the
7 Proposed Class for all hours worked over 8 hours per day or 40 hours per week.

8 49. Defendant failed to pay travel time, include work performed off-the-clock, and
9 failed to compensate Plaintiffs and the Proposed Class for all hours worked.

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

14 51. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
15 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
16 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
17 costs.

18 **VII.**

19 **SECOND CAUSE OF ACTION**

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

21 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

22 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

25 53. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
26 compensation for each meal period the employer fails to provide. Employees are entitled to a first
27 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
28 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts

1 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
2 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiffs
3 and the Proposed Class of these rights.

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

7 55. Here, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights
8 associated with meal periods and failed to provide timely meal periods. Defendant has had a
9 consistent policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal
10 periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of
11 compensation for each workday that the first meal period was not provided within the first (5)
12 hours of the shift or that a second meal period was not provided. Plaintiffs and the Proposed Class
13 members would be interrupted during their lunch breaks at least three to four times a year by the
14 foreman asking about strawberry sizes for the day.

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

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

28 ///

VIII.
THIRD CAUSE OF ACTION
PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS
FAILURE TO ALLOW REST PERIODS PURSUANT TO
LABOR CODE § 226.7

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

59. 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).

60. Defendant failed to appraise Plaintiffs and the Proposed Class of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods throughout the relevant time period. Plaintiffs and the Proposed Class also did not receive a second rest period despite Defendant regularly requiring Plaintiffs and the Proposed Class to work over six (6) hours.

61. 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. Defendant has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

62. 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.

///

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

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

10 65. Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using
11 their personal tools for business related purposes.

12 66. Defendant requires Plaintiffs and the Proposed Class to purchase a variety of tools
13 in order to perform their work adequately. These tools/equipment include: (1) a harvest cart -
14 \$60.00 per season; (2) a cannery cart – \$35.00 per season; (3) tires for the harvest cart, \$30.00 with
15 two sets necessary per season; (4) rubber boots - \$40.00 per season; (5) a box of blue gloves, \$5.00
16 with three boxes necessary per season; (6) a “chamarra” or specialized jacket - \$35.00 per season;
17 (7) a protective hat - \$15.00 per season; (8) glasses; and (10) a specialized knife ring for harvesting
18 berries - \$10.00 with three rings per season. None of these tools are provided by Defendant, and if
19 Plaintiffs or the Proposed Class do not have a harvest cart, they cannot show up to work.
20 Additionally, if Plaintiffs or the Proposed Class do not have the tools necessary, Defendant
21 instructs Plaintiffs and the Proposed Class to continue working with whatever tools are available
22 or to use their hands to harvest the berries. Defendant fails to reimburse Plaintiffs and the Proposed
23 Class for the costs associated with purchasing and using these tools/equipment.

24 67. Defendant also required Plaintiffs and the Proposed Class to travel between fields
25 to perform work tasks. Because Defendant did not provide buses or other transportation to workers
26 so that they could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed
27 Class used their own vehicles to travel from field to field. Defendant did not reimburse Plaintiffs
28 and the Proposed Class for their vehicle use for travel between Defendant’s job sites during the

1 course of a work shift, in violation of California law.

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

5 **X.**

6 **FIFTH CAUSE OF ACTION**

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

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

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

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

15 71. As a result of Defendant's failure to pay wages as described above, Defendant has
16 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
17 statements for Plaintiffs and the Proposed Class.

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

22 73. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
23 time of each payment of wages, furnish each of his or her employees, an accurate itemized
24 statement in writing showing all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and the
26 Proposed Class are issued wage statements that do not include all applicable hourly rates in effect
27 during the pay period and the corresponding number of hours worked at each hourly rate by the
28 employee.

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

75. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or 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), and is entitled to an award of costs and reasonable attorneys' fees.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

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

77. Numerous members of the Proposed Class including the Plaintiffs are no longer employed by Defendant. They were either fired, quit Defendant's employ, or were seasonally laid off.

78. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due. Such waiting time penalties apply and accrue even where employees are seasonal laid off, but subsequently recalled, with each seasonal lay off requiring full payment of wages due.

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

1 **XII.**

2 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **XIII.**

18 **EIGHTH CAUSE OF ACTION**

19 **PLAINTIFF PRISCILIANO MARTINEZ LOPEZ ON BEHALF OF HIMSELF AND**

20 **THE AGGRIEVED EMPLOYEES**

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

22 90. Plaintiff PRISCILIANO MARTINEZ LOPEZ only, on behalf of himself and the
23 aggrieved employees, reallege and incorporate by reference all previous paragraphs.

24 91. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
25 PRISCILIANO MARTINEZ LOPEZ seeks penalties under Labor Code § 2699, *et seq.* use of
26 Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2,
27 1199, and 2802; IWC Wage Order 14-2001; and California Code of Regulations, Title 8, Section
28 11140, which call for civil penalties.

1 92. Plaintiff PRISCILIANO MARTINEZ LOPEZ brings this representative action on
2 behalf of themselves and the State of California as well as a group of aggrieved employees defined
3 as: “All persons who are employed or have been employed as a non-exempt employee by DL Farm
4 Management Inc., in the State of California since one (1) year prior to the date of Plaintiff’s PAGA
5 Notice Letter to the LWDA and Defendant and continuing to the present”. (“aggrieved
6 employees”).

7 93. As a result of the acts alleged above, Plaintiff PRISCILIANO MARTINEZ LOPEZ
8 seeks penalties under Labor Code § 2699, *et seq.* because of Defendant’s violation of Labor Code
9 §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, which call for civil
10 penalties.

11 94. For each such penalty, Plaintiff PRISCILIANO MARTINEZ LOPEZ and the
12 aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the
13 following formula:

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

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

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

18 96. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff PRISCILIANO MARTINEZ
19 LOPEZ uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant’s
20 entity addresses and agent addresses, which are 1414 N. Lincoln St., Santa Maria, CA 93458; and
21 1945 Roemer Pl., Santa Maria, CA 93454, as proscribed by the Code on October 18, 2024,
22 describing Defendant’s conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
23 512, 1194, 1194.2, 1199, and 2802, (*see* Exhibit “1”). Plaintiff also obtained an e-filing
24 confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”). Additionally,
25 Plaintiff received a signed green return receipt from Defendant, indicating that it received
26

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

1 Plaintiff's letter. (*see* Exhibit "3").

2 97. As no letter evidencing the LWDA's intention to investigate was received by
3 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff PRISCILIANO MARTINEZ
4 LOPEZ is entitled to commence a civil action as though the LWDA had not chosen to investigate
5 pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-
6 stamped copy of the First Amended Class and Representative Action Complaint immediately.

7 **RELIEF REQUESTED**

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

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

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

15 3. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
16 Members' unreimbursed out of pocket expenses as a requirement of employment;

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

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

23 6. An award of prejudgment and post judgment interest;

24 7. An order enjoining Defendant and its agents, servants, and employees, and all
25 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
26 overtime, meal periods, rest periods, unreimbursed expenses, accurate itemized wage statements,
27 and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7,
28 510, 512, 1194, 1194.2, 1199, 2802, and IWC 14-2001;

1 8. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

3 9. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy
4 the inaccurate itemized wage statements issued to Plaintiffs and the Class.

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

7 11. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
8 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, for PRISCILIANO
9 MARTINEZ LOPEZ and the aggrieved employees only;

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

11 13. An award of attorneys' fees; and

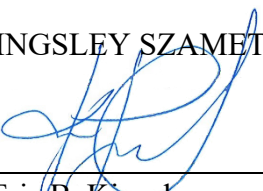
12 14. Such other and further relief as this Court may deem proper and just.

13 **DEMAND FOR JURY TRIAL**

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

15
16 DATED: January 17, 2025

KINGSLEY SZAMET EMPLOYMENT LAWERS

17
18 By: 

Eric B. Kingsley

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 

October 18, 2024

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

DL Farm Management Inc.
1414 N. Lincoln St.
Santa Maria, CA 93458
Via Certified Mailing # 9589 0710 5270 1151 8459 05

DL Farm Management Inc.
1945 Roemer Pl.
Santa Maria, CA 93454
Via Certified Mailing # 9589 0710 5270 1151 8459 12

Re: Geronimo Martinez Vasquez; Juana Martinez Vasquez; Prisciliano Martinez
Lopez v. DL Farm Management Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Geronimo Martinez Vasquez; Juana Martinez Vasquez; Prisciliano Martinez Lopez (“Plaintiffs”) and a proposed group of current and former employees working for DL Farm Management Inc. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by DL Farm Management Inc., in the State of California 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 Defendant in or near Santa Barbara County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvesting of strawberries and other berries, and doing other agricultural work on

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land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant. Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned a piece rate for work picking crops.

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

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

With regard to pre-shift work, Plaintiffs and the Proposed Class are required to report to work prior to their scheduled shift and perform work but are routinely told by Defendant to wait anywhere from approximately five (5) to twenty-five (25) minutes before Plaintiffs and the Proposed Class can begin their scheduled shifts. In addition, Plaintiffs and the Proposed Class are required to walk five (5) to ten (10) minutes every day from their cars to the field and spend time prepping materials and boxes for the day of work, all of which is performed while “off the clock” and no pay is provided. This required “off the clock” pre-shift work is performed daily and Plaintiffs and the Proposed Class are not compensated for this wait time or worked performed. During winter, Plaintiffs and the Proposed Class are required to wait around thirty (30) minutes at least once during the season before they begin their scheduled shifts. This required waiting time is not compensated by Defendant. These activities and time are compensable, but Defendant fails to pay Plaintiffs and the Proposed Class for this time worked.

In the middle of shifts, Defendant required Plaintiffs and the Proposed Class to travel between fields once Plaintiffs and the Proposed Class are done picking at one field. Plaintiffs and the Proposed Class can sometimes walk to the other field, but Plaintiffs and the Proposed Class are sometimes required to use their own vehicle(s) to travel between fields per shift at least once a week, and potentially more during peak season. The time spent by Plaintiffs and the Proposed Class to travel between fields is approximately five (5) to ten (10) minutes. Plaintiffs and the Proposed Class are not compensated for this travel time, nor are Plaintiffs and the Proposed Class reimbursed for their use of their personal vehicle to perform required work.

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With regard to post-shift work, at the end of each working shift, Plaintiffs and the Proposed Class are instructed by the foreman to continue working to finish their boxes and finish their “corte” (section) before leaving. Plaintiffs and the Proposed Class worked from approximately five (5) minutes to twenty (20) minutes at least once a week after the end of their shift in order to finish their boxes and/or finish their section as required. This time spent finishing their boxes and/or their section was performed after being “clocked out” and as such, Plaintiffs and the Proposed Class are not compensated for this time even though this time is compensable.

Additionally, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay. Plaintiffs and other Proposed Class members 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 Proposed Class were not properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the Proposed Class for all hours worked over 8 hours per day or 40 hours per week. Defendant failed to pay travel time, include work performed off-the-clock, and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (14-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Plaintiffs and the aggrieved employees would be interrupted during their lunch breaks at least three to four times a year by the foreman asking about strawberry sizes for the day.

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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, Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to appraise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Plaintiffs and the aggrieved employees also did not receive a second rest period despite Defendant regularly requiring Plaintiffs and the aggrieved employees to work over six (6) hours. 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.

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

Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal tools for business related purposes. Defendant requires Plaintiffs and the aggrieved employees to purchase a variety of tools in order to perform their work adequately. These tools/equipment include: (1) a harvest cart - \$60.00 per season; (2) a cannery cart – \$35.00 per season; (3) tires for the harvest cart, \$30.00 with two sets necessary per season; (4) rubber boots - \$40.00 per season; (5) a box of blue gloves, \$5.00 with three boxes necessary per season; (6) a “chamarra” or specialized jacket - \$35.00 per season; (7) a protective hat - \$15.00 per season; (8) glasses; and (10) a specialized knife ring for harvesting berries - \$10.00 with three rings per season. None of these tools are provided by Defendant, and if Plaintiffs or the aggrieved employees do not have a harvest cart, they cannot show up to work. Additionally, if Plaintiffs or the aggrieved employees do not have the tools necessary, Defendant instructs Plaintiffs and the aggrieved employees to continue working with whatever tools are available or to use their hands to harvest the berries. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these tools/equipment.

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October 18, 2024

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

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

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

Also, Defendant issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

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

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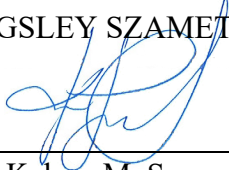
employees discharged from seasonal agricultural work are entitled to waiting time penalties for each seasonal layoff. See *Doe v. D.M. Camp & Sons*, No. CIV-F051417AWISMS, 2009 WL 921442, at *12 (E.D. Cal. Mar. 31, 2009) (citing *Smith v. Sup. Ct.*, 39 Cal.4th 77, 86 (2006)); *Valenzuela v. Giumarra Vineyards Corp.*, 614 F. Supp. 2d 1089, 1103 (E.D. Cal. 2009). This comports with the public policy that favors the full and prompt payment of earned wages. See, e.g., *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7; *Mamika*, *supra*, 68 Cal.App.4th at 492.

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

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET & LY

By: 
Kelsey M. Szamet

[KMS/tg]

Cc: 1. Martinez Aguila-socho Law, Inc., P.O. Box 1998, , Bakersfield, CA93303

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley Szamet & Ly

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

818-990-8300

Your State *

California

Your Zip/Postal Code *

91436



Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Geronimo Martinez Vasquez

Plaintiff/Aggrieved Employee Occupation *

farmworker

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Juana Martinez Vasquez

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Remove](#)

Plaintiff Information

[Remove](#)

Plaintiff/Aggrieved Employee Name *

Prisciliano Martinez Lopez

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

DL Farm Management Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1414 N. Lincoln St.

Employer City *

Santa Maria

Employer State *

California

Employer Zip/Postal Code *

93458

Employer Industry *

Agriculture

Add additional defendants

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

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select...

Employer Name *

DL Farm Management Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1945 Roemer Pl.

Employer City *

Santa Maria

Employer State *

California

Employer Zip/Postal Code *

93454

Employer Industry *

Agriculture

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

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

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

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) *

 PAGA Letter - ...nagement.pdf

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

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)

[Submit](#)

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

[Click Here](#) to Search Case



Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Fri 10/18/2024 8:53 AM
To Service Email <service@kingsleylawyers.com>

External Email!

10/18/2024

LWDA Case No. LWDA-CM-1056922-24

Law Firm : Kingsley Szamet & Ly

Plaintiff Name : Geronimo Martinez Vasquez, Juana Martinez Vasquez, Prisciliano Martinez Lopez

Employer: DL Farm Management Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



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

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Fri 10/18/2024 8:53 AM
To Service Email <service@kingsleylawyers.com>

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1056922-24

Order Number: ORD-000307091

Total:\$75.00

Card Type: [REDACTED]

Date: 10/18/2024

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.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:

DL Farm Management Inc.
1445 Roemer Pl.
Santa Maria, CA 93454



9590 9402 8465 3186 4066 87

2. Article Number (Transfer from service label)

9589 0710 5270 1151 8459 12

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☒ Agent
☐ Addressee

C. Date of Delivery

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☒ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

USPS TRACKING #



SANTA BARBARA CA 931

22 OCT 2024 PM 3 L

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

9590 9402 8465 3186 4066 87

United States
Postal Service

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

Kingsley Szamet & Ly
16133 Ventura Boulevard
Suite 1200
Encino, CA 91436

De Farm: Paga Ltd