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Superior Court of California,
County of Monterey
On 6/20/2025 3:16 PM
By: Stephanie Mendez, Deputy

Attorneys for Plaintiff,
EULOGIO TOSCANO on behalf of himself
and all similarly aggrieved employees

7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF MONTEREY**

9 EULOGIO TOSCANO, on behalf of himself
10 and all similarly aggrieved employees,

Plaintiff,

11 v.

12 SATSUMA FARMS LLC; and DOES 1
13 through 50, inclusive,

14 Defendants.

Case No. 25CV003153

REPRESENTATIVE ACTION

COMPLAINT FOR CIVIL PENALTIES
(Labor Code § 2698 *et seq.*)

1 Plaintiff Eulogio Toscano, complains and alleges as follows:

2 1. Plaintiff Eulogio Toscana (“Plaintiff”) is a competent adult who is, and at all
3 times mentioned in this complaint has been, a resident of Monterey County, California.
4 Plaintiff was employed by Defendants from approximately 2019, through approximately
5 October 13, 2023. Plaintiff is, and at all relevant times was, an individual as defined in
6 Business and Professions Code §§ 17201 and 17204.

7 2. Defendant Satsuma Farms, LLC (“SATSUMA”) is, and at all times mentioned
8 in this complaint has been, incorporated under the laws of the State of California and
9 registered to do business in the State of California. Plaintiff is informed and believes and
10 thereon alleges that SATSUMA is authorized to and does conduct business throughout the
11 State of California, and has purposefully availed itself of the privileges and benefits of doing
12 business in the State of California.

13 3. Plaintiff is the named Plaintiff and Representative herein.

14 4. Plaintiff on behalf of herself and all current and former aggrieved employees
15 alleged herein (collectively, “Aggrieved Employees”) seeks penalties.

16 5. Plaintiff and the Employees are ignorant of the true names, identities, capacities
17 and relationships of the Defendants sued herein as DOES 1 through 50, inclusive, and
18 therefore sues these Defendants by such fictitious names. Plaintiff and the Employees are
19 informed and believe, and thereon allege, that each of these fictitiously named Defendants are
20 responsible in some manner for the occurrences herein alleged, and that Plaintiff’s and the
21 Employees’ damages as herein alleged were proximately caused by DOES 1 through 50.
22 Plaintiff and the Employees will amend this Complaint to allege the true names and capacities
23 of said DOE Defendants when such information is ascertained. Each reference to
24 “Defendants,” and each reference to any particular Defendant herein, shall be construed to
25 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a
26 “DOE” Defendant, and each of them.

27 6. Plaintiff and the Employees are informed and believe, and thereon allege, that
28 each of the Defendants herein was at all times relevant to this action the agent, employee,

1 representative, partner, and/or joint venturer of the remaining Defendants, and each of them,
2 and that each of the Defendants herein was at all times acting within the course and scope of
3 that relationship. Plaintiff and the Employees are further informed and believe, and thereon
4 allege, that each of the Defendants herein consented to, ratified, and/or authorized the acts of
5 each of the remaining Defendants herein. The conduct of each of the Defendants was at all
6 times herein in accordance with and represents the official policy of Defendants. Additionally,
7 at all times herein mentioned, Defendants, and each of them, aided and abetted the acts and
8 omissions of each and all of the other Defendants, which proximately caused the damages
9 herein alleged. Plaintiff and the Employees are further informed and believe, and thereon
10 allege, that all of the Defendants jointly employed the Plaintiff and Employees herein and/or
11 carried out a joint scheme, business plan and/or uniform policy, and the acts and omissions of
12 each Defendant are legally attributable to the other Defendants such that they are deemed a
13 single integrated enterprise and agents of one another so that all Defendants are each jointly
14 and severally liable for the acts and omissions hereinafter alleged.

15 7. Defendants SATSUMA, and DOES 1 through 50 (collectively referred to herein
16 as “Defendants”) are, and at all times herein were, “persons” as defined in California Business
17 and Professions Code § 17201.

18 8. At all times herein, Defendants directly or indirectly, or through an agent or
19 representative, exercised control over the wages, hours and/or working conditions of the
20 Plaintiff and the Employees, and directly or indirectly or through an agent or other person
21 engaged, suffered, or permitted Plaintiff and the Employees to work.

22 **JURISDICTION AND VENUE**

23 9. Plaintiff brings this Complaint for violations of California law occurring in this
24 County, including without limitation violations of the California Labor Code, Business and
25 Professions Code, Civil Code and common law, and the amount in controversy exceeds the
26 minimum jurisdictional amount of the Superior Court. Based on information and belief,
27 Defendants have intentionally availed themselves of the benefits and privileges available
28 within this State, economic or otherwise, so as to render the exercise of jurisdiction over them

1 by the courts of the State of California consistent with traditional notations of fair play and
2 substantial justice. Accordingly, this Court has jurisdiction over the parties and claims in this
3 matter.

4 10. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial
5 district because Defendants now, and all times relevant herein, reside and/or transact business
6 in this County. The conduct alleged herein and the damages resulting therefrom occurred in
7 this County, and at all times herein Defendants maintained their principal place of business in
8 this County.

9 **ADMINISTRATIVE PROCEEDINGS**

10 11. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on
11 October 4, 2024, by electronic filing with the Labor and Workforce Development Agency, and
12 by certified mail to Defendant SATSUMA of factual and legal basis for the labor law
13 violations alleged in this Complaint.

14 12. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable
15 penalties for violations which the Labor and Workforce Development Agency has failed or
16 elected not to investigate and/or failed or elected not to issue a citation. Plaintiff has
17 exhausted all administrative remedies required by the Labor and Workforce Development
18 Agency as a prerequisite to filing this action.

19 **GENERAL ALLEGATIONS**

20 13. Defendants now, and at all times relevant herein, did, own, operate and control a
21 business or establishment that employs persons within the meaning of all applicable wage
22 orders, including, but not limited to, IWC Wage Order No. 14-2001 (California Code of
23 Regulations, title 8, section 11140).

24 14. At all times relevant herein, Plaintiff and the Employees were non-exempt
25 employees of Defendants under the California Labor Code and were protected by the
26 provisions of the Wage Order.

27 15. At all times relevant herein, Plaintiff and the Employees worked for Defendants
28

1 without the provision of being compensated for all hours worked, without being paid overtime
2 premium wages for all overtime hours worked, without being paid all wages on time, working
3 without meal or rest breaks as required by law, without being compensated for missed meal
4 and rest breaks, without being paid the full payment of wages owed at the end of their
5 employment, and without having been provided with complete and accurate wage statements
6 as required by law.

7 16. At all times relevant herein, Defendants maintained and enforced a uniform
8 policy by which they regularly and consistently failed to pay Plaintiff and the Employees their
9 final wages on the last date of their employment. Rather, Defendant waited until the next
10 normal payroll cycle to pay Plaintiff and the Employees their final wages despite their
11 employment having ended.

12 17. At all times relevant herein, Defendants maintained and enforced a uniform
13 policy of requiring Plaintiff and the Employees to work shifts of five hours or more within a
14 single workday without providing a thirty (30) minute uninterrupted duty-free meal period
15 within five (5) hours of the beginning of their shift. Defendants also failed to pay Plaintiff and
16 the Employees one hour of pay at Plaintiff's and Employees' regular rate of compensation as
17 required by California Labor Code § 226.7 and the Wage Order for each meal period that was
18 not provided.

19 18. Likewise, at all times relevant herein, Defendants maintained and enforced a
20 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiff and
21 the Employees with paid duty-free rest periods of at least ten (10) consecutive uninterrupted
22 minutes during which Plaintiff and the Employees were relieved of all duties for every four (4)
23 hours worked or major fraction thereof and which were counted as hours worked for which
24 there would be no deduction from wages, and failed to compensate Plaintiff and the
25 Employees one (1) hour of wages at their regular rate of compensation as required by
26 California Labor Code § 226.7 and the Wage Order for each rest period not provided.

27 19. At all times relevant herein, Defendants maintained and enforced a uniform
28 policy by which they regularly and consistently failed to pay Plaintiff and the Employees

1 overtime premium wages of one and one-half times the employee's regular rate of pay for all
2 overtime hours worked in a single workday and/or a single workweek, as required by
3 California Labor Code §§ 510 and 1194 and the Wage Order.

4 20. At all times relevant herein, Defendants maintained and enforced a uniform
5 policy by which they regularly and consistently failed to provide Plaintiff and the Employees
6 with complete and accurate itemized wage statements stating the total hours worked, regular
7 and overtime hours worked, gross wages earned, net wages earned, all applicable rates of pay
8 and the corresponding number of hours worked under each rate, all deductions, wages owed
9 for missed rest and meal periods, and accurate accounting for all wages paid to Plaintiff and
10 the Employees. Defendants also failed to record in ink or other identifiable form all
11 deductions from wages showing the month, day and year, and failed to keep a copy of the
12 statements and records of deductions for three years at the place of employment or at a central
13 location in the State of California. Defendants also failed to keep accurate information with
14 respect to each employee, including full name, home address, occupation, birth date, time
15 records showing when the employee begins and ends each work period, meal periods, total
16 daily hours worked and total wages paid each payroll period, including value of board,
17 lodging, or other compensation actually furnished to the employee.

18 21. At all times relevant herein, Defendants maintained and enforced a uniform
19 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
20 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay wages
21 to Plaintiff and the Employees.

22 22. At all times relevant herein, Defendants maintained and enforced a uniform
23 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
24 and 203 by failing to pay Plaintiff and the Employees all owing and unpaid wages for work
25 performed by them during their employment and at the end of their employment.

26 23. At all times relevant herein, Defendants maintained and enforced a uniform
27 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
28 204, 218, 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiff and the Employees

1 for all hours worked, overtime premium wages for all overtime hours worked, and
2 compensation for missed meal and rest periods.

3 24. Plaintiff and the Employees are informed and believe, and thereon allege, that at
4 all times relevant herein, Defendants knew or should have known that they had a duty to
5 compensate Plaintiff and the Employees, and that Defendants had the financial ability to pay
6 such compensation, but willfully, knowingly and intentionally failed to do so, and falsely
7 represented to Plaintiff and the Employees that they were properly denied wages, all in order
8 to increase Defendants' profits.

9 **FIRST CAUSE OF ACTION**

10 **California Labor Code Private Attorneys General Act of 2004**

11 **(California Labor Code § 2698)**

12 **(Plaintiff and the Aggrieved Employees against Defendant SATSUMA)**

13 25. Plaintiff alleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs as though fully set forth herein.

15 26. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover
16 civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code
17 Section 2699.5.

18 27. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff
19 has suffered violations including, but not limited to, Labor Code §§ 201, 202, 203, 204, 218.5,
20 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1197, 1197.1, 1198, 1199, 2698 et seq
21 2699(f) and (g), and the Wage Order.

22 28. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3,
23 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks
24 assessment and collection of civil penalties for Plaintiff and the employees, and the State of
25 California against Defendants on behalf of herself and the employees.

26 29. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays as follows:

1. As to the First Cause of Action, for civil penalties and attorneys' fees pursuant to
Labor Code § 2698 et seq., and Labor Code § 226.3; and

1 2. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 Dated: June 20, 2025

FITZPATRICK & SWANSTON

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6 By: /s/ B. James Fitzpatrick

B. James Fitzpatrick
Attorneys for Plaintiff,
Eulogio Toscano