

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

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EDGAR I. AGUILASOCHO, ESQ. (SBN 285567)
MARIO MARTINEZ, ESQ. (SBN 200721)
MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
Bakersfield, CA 93303
eaguilascho@farmworkerlaw.com
mmartinez@farmworkerlaw.com
Tel: (661)859-1174, Fax (661) 840-6154

Attorneys for Plaintiffs and the proposed class

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

JUANA HERNANDEZ FLORENTINO,
JULIAN ZARAGOZA SOLANO,
individuals, on behalf of themselves and
others similarly situated

PLAINTIFFS,

v.

GCO FARMING, INC., LC FARM
SERVICE, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 24CV07202

**[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. Violation of Labor Code §§ 245.5 and 246
7. Penalties Pursuant to Labor Code § 203
8. Violation of Business & Professions Code § 17200
9. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiffs, JUANA HERNANDEZ FLORENTINO, JULIAN ZARAGOZA SOLANO,
2 individuals, on behalf of themselves, all others similarly situated, and on behalf of the people of
3 the State of California and as “aggrieved employees” under Labor Code Private Attorneys General
4 Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complain of Defendant (“Defendant”) and each
5 of them, as follows:

6 **I.**

7 **INTRODUCTION**

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

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

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

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

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

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

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

9 i. With regard to pre-shift work, Plaintiffs and the Proposed Class are
10 required to report to work for their scheduled shift, prepare for the day
11 and begin to perform work but are routinely told by Defendant to wait
12 anywhere from approximately ten (10) to fifteen (15) minutes before
13 Plaintiffs and the Proposed Class can begin their scheduled shifts. This
14 required time before the start of each shift is spent walking to the field,
15 preparing materials and equipment for the day, and donning and doffing
16 gear such as gloves, among other required work tasks. In addition,
17 Plaintiffs and the Proposed Class are required to walk seven (7) to ten
18 (10) minutes every day from their cars to the field. Further, Plaintiffs
19 and the Proposed Class were instructed to report to work at a specific
20 time, and did in fact report to work, but were frequently told by
21 Defendant to wait before they could begin harvesting work due to the
22 rain. Plaintiffs and the Proposed Class would sometimes be forced to
23 wait one (1) to two (2) hours to begin work. This travel time and waiting
24 time was neither recorded nor paid for by Defendant, in violation of
25 California labor law. As such, Plaintiffs and the Proposed Class do not
26 receive their correct compensation and are not paid for all hours worked.

27 ii. In the middle of their shifts, Defendant required Plaintiffs and the
28 Proposed Class to walk between different fields 2-3 times per week and

1 this travel time is off-the-clock and therefore unpaid.

2 iii. With regard to post-shift work, at the end of each working shift, the
3 foreman does not inform Plaintiffs and the Proposed Class that the shift
4 is completed. Plaintiffs and the Proposed Class worked from
5 approximately fifteen (15) minutes to one (1) hour after the end of their
6 shift in order to finish their boxes and/or finish their section as required.
7 In addition, Plaintiffs and the Proposed Class walked seven (7) to ten
8 (10) minutes every day from the fields back to their cars. This time spent
9 walking and the time spent finishing their boxes and/or their section was
10 performed after being “clocked out” and as such, Plaintiffs and the
11 Proposed Class are not compensated for this time even though this time
12 is compensable. This was most common during peak season from
13 approximately April to September.

14 c. Upon information and belief, Defendant also had a consistent policy of
15 failing to compensate Plaintiffs and the Proposed Class for their time spent traveling between
16 ranches. Plaintiffs and the Proposed Class were not properly compensated for their travel time
17 between ranches, despite performing compensable activities. This time was spent “clocked out”
18 and as such, Plaintiffs and the Proposed Class are not compensated for this time worked even
19 though this time is compensable.

20 4. For 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 provide compliant meal periods for the
22 following reasons:

23 a. Defendant failed to inform Plaintiffs and the Proposed Class members of
24 their right associated with meal periods by way of a lawful policy and
25 requiring Proposed Class Members within the State of California, including
26 Plaintiff, to work at least five (5) hours without a meal period and failing to
27 pay such employees one (1) hour of pay at the employees’ regular rate of
28 compensation for each workday that the meal period is not provided or

provided after five (5) hours, as required by California state wage and hour laws.

b. Defendant failed to provide compliant thirty (30) minute uninterrupted meal periods within the first five hours of work. Defendant has had a consistent policy of: (1) requiring Plaintiffs and all Proposed Class members to take meal breaks that occurred after the first five hours of each shift and failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first and second meal periods were not provided within the first (5) hours of the shift or for shifts over ten (10) hours.

5. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has had a consistent policy of failing to inform Proposed Class Members of their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided, as required by California state wage and hour laws.

6. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of purchasing specialized tools necessary to perform their job duties. The work performed by Plaintiffs and the Proposed Class necessitated the use of special tools. Defendant required that Plaintiffs and the Proposed Class purchase tools/equipment such as a harvest cart, harvest cart tires, protective gloves, knife rings, boots, waterproof oversleeves, scissors, and weeding scissors, among other items, and this was necessary to perform their job duties. Defendant also required Plaintiffs and the Proposed Class to travel between fields and ranches to perform work tasks. These tools/equipment and vehicle use were not provided by Defendant nor were Class Members reimbursed.

7. For at least one (1) year prior to the filing of this action continuing to the present,

1 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 14 -
2 2001 and Labor Code § 226(a) by failing to maintain time records showing when the employee
3 begins and ends each work period, meal periods, and total daily hours worked by itemizing in
4 wage statements all deductions from payment of wages, and accurately reporting total hours
5 worked by Plaintiffs and the Proposed Classes and the appropriate rate of pay and failing to include
6 the required information on the itemized wage statements.

7 8. For at least four (4) years prior to the filing of this action continuing to the present,
8 Defendant has had a consistent policy of failing to provide legally required sick time and/or failing
9 to set forth the amount of sick leave available, or paid time off leave it provides in lieu of sick
10 leave, on the itemized wage statements described in Section 226.

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

14 10. Plaintiff, on behalf of themselves and all Proposed Class Members brings this
15 action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2,
16 1199, 2802; Wage Order 14 -2001; and California Code of Regulations, Title 8, Section 11140,
17 seeking unpaid wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate
18 itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable
19 attorneys’ fees and costs.

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

23 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
24 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
25 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
26 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
27 formerly employed by Defendant during the liability period as defined in their PAGA notice letter
28 (*see* Exhibit “1”), bring this representative action pursuant to Labor Code § 2699, *et seq.* seeking

1 penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246,
2 510, 512, 1194, 1194.2, 1199, 2802.

3 II.

4 JURISDICTION AND VENUE

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

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

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

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

23 17. Plaintiffs file this amended complaint adding a claim for penalties pursuant to
24 Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

25 III.

26 PARTIES

27 A. PLAINTIFF

28 18. Plaintiffs are a resident of California.

1 19. Plaintiffs and all Proposed Class Members, were regularly required to:
2 a. Work without being paid for all hours at the appropriate rate;
3 b. Work without being provided meal periods;
4 c. Work without being provided compliant rest periods;
5 d. Work without being reimbursed for their out-of-pocket expenses and
6 mileage; and
7 e. Work without Defendant maintaining accurate time records showing when
8 the employee begins and ends each work period, meal periods, and total daily hours worked and
9 work without being provided an accurate itemized wage statement that reflects all deductions from
10 payment of wages and accurately report total hours worked, including when the employee begins
11 and ends each work period, the name of the legal entity that is the employer, meal periods, and
12 total daily hours worked, and the applicable rates of pay by Plaintiffs and the members of the
13 Proposed Class.

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

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

18 22. Plaintiffs and all aggrieved employees as defined in their notice letter to the LWDA
19 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
20 §2699(c).)

21 23.

22 **B. DEFENDANTS**

23 24. Defendant GCO FARMING, INC. Is believed to be a California corporation
24 operating within the State of California. Defendant’s corporate address is believed to be 224 West
25 Main Street, Santa Maria, CA 93458.

26 25. Defendant LC FARM SERVICE, INC. is believed to be a California corporation
27 operating within the State of California. Defendant’s corporate address is believed to be 942 West
28 Main Street, Santa Maria, CA 93458.

26. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

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

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

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

IV.

FACTUAL BACKGROUND

30. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees who work as non-exempt employees who are paid on an hourly basis.

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

1 32. Plaintiffs and the Proposed Class worked for Defendant in or near Santa Barbara
2 County, California as seasonal agricultural workers. Plaintiffs and the Proposed Class worked in
3 the planting, cultivation and harvesting of strawberries, and doing other agricultural work on land
4 owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant.

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

8 a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding
9 rate for all hours worked, including overtime. Plaintiffs and the Proposed Class
10 members often worked a sixth consecutive day of work in a workweek, but Defendant
11 did not properly pay overtime for this sixth day. Instead of Defendant paying Plaintiffs
12 and the Proposed Class members overtime for the time that they worked on the sixth
13 day as required, Plaintiffs and the Proposed Class members were paid at the base hourly
14 rate. They were not paid the appropriate overtime rate as they were either paid piece
15 rate or at the base hourly rate. This resulted in Plaintiffs and the Proposed Class
16 members regularly working in excess of eight hours in one workday and in excess of
17 40 hours in one workweek and not being compensated at the appropriate overtime rate
18 for all hours worked. Plaintiffs were also denied appropriate piece rate pay if
19 Defendant claimed that boxes were missing.

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

25 i. With regard to pre-shift work, Plaintiffs and the Proposed Class are
26 required to report to work for their scheduled shift, prepare for the day
27 and begin to perform work but are routinely told by Defendant to wait
28 anywhere from approximately ten (10) to fifteen (15) minutes before

1 Plaintiffs and the Proposed Class can begin their scheduled shifts. This
2 required time before the start of each shift is spent walking to the field,
3 preparing materials and equipment for the day, and donning and doffing
4 gear such as gloves, among other required work tasks. In addition,
5 Plaintiffs and the Proposed Class are required to walk seven (7) to ten
6 (10) minutes every day from their cars to the field. Further, Plaintiffs
7 and the Proposed Class were instructed to report to work at a specific
8 time, and did in fact report to work, but were frequently told by
9 Defendant to wait before they could begin harvesting work due to the
10 rain. Plaintiffs and the Proposed Class would sometimes be forced to
11 wait one (1) to two (2) hours to begin work. This travel time and waiting
12 time was neither recorded nor paid for by Defendant, in violation of
13 California labor law. As such, Plaintiffs and the Proposed Class do not
14 receive their correct compensation and are not paid for all hours worked.

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

18 iii. With regard to post-shift work, at the end of each working shift, the
19 foreman does not inform Plaintiffs and the Proposed Class that the shift
20 is completed. Plaintiffs and the Proposed Class worked from
21 approximately fifteen (15) minutes to one (1) hour after the end of their
22 shift in order to finish their boxes and/or finish their section as required.
23 In addition, Plaintiffs and the Proposed Class walked seven (7) to ten
24 (10) minutes every day from the fields back to their cars. This time spent
25 walking and the time spent finishing their boxes and/or their section was
26 performed after being “clocked out” and as such, Plaintiffs and the
27 Proposed Class are not compensated for this time even though this time
28 is compensable. This was most common during peak season from

1 approximately April to September.

2 c. Upon information and belief, Defendant also had a consistent policy of
3 failing to compensate Plaintiffs and the Proposed Class for their time spent traveling between
4 ranches. Plaintiffs and the Proposed Class were not properly compensated for their travel time
5 between ranches, despite performing compensable activities. This time was spent “clocked out”
6 and as such, Plaintiffs and the Proposed Class are not compensated for this time worked even
7 though this time is compensable.

8 34. For at least four (4) years prior to the filing of this action continuing to the present,
9 Defendant has had a consistent policy of failing to provide compliant meal periods for the
10 following reasons:

11 a. Defendant failed to inform Plaintiffs and the Proposed Class members of
12 their right associated with meal periods by way of a lawful policy and
13 requiring Proposed Class Members within the State of California, including
14 Plaintiff, to work at least five (5) hours without a meal period and failing to
15 pay such employees one (1) hour of pay at the employees’ regular rate of
16 compensation for each workday that the meal period is not provided or
17 provided after five (5) hours, as required by California state wage and hour
18 laws.

19 b. Defendant failed to provide compliant thirty (30) minute uninterrupted meal
20 periods within the first five hours of work. Defendant has had a consistent
21 policy of: (1) requiring Plaintiffs and all Proposed Class members to take
22 meal breaks that occurred after the first five hours of each shift and failed
23 to pay such employees one (1) hour of pay at the employees regular rate of
24 compensation for each workday that the first and second meal periods were
25 not provided within the first (5) hours of the shift or for shifts over ten (10)
26 hours.

27 35. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of

1 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
2 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes
3 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour
4 of pay at the employee's regular rate of compensation for each workday that the rest period was
5 not provided, as required by California state wage and hour laws.

6 36. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of purchasing
8 specialized tools necessary to perform their job duties. The work performed by Plaintiffs and the
9 Proposed Class necessitated the use of special tools. Defendant required that Plaintiffs and the
10 Proposed Class purchase tools/equipment such as a harvest cart, harvest cart tires, protective
11 gloves, knife rings, boots, waterproof oversleeves, scissors, and weeding scissors, among other
12 items, and this was necessary to perform their job duties. Defendant also required Plaintiffs and
13 the Proposed Class to travel between fields and ranches to perform work tasks. These
14 tools/equipment and vehicle use were not provided by Defendant nor were Class Members
15 reimbursed.

16 37. For at least one (1) year prior to the filing of this action continuing to the present,
17 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14 -
18 2001 and Labor Code § 226(a) by failing to maintain time records showing when the employee
19 begins and ends each work period, meal periods, and total daily hours worked by itemizing in
20 wage statements all deductions from payment of wages, and accurately reporting total hours
21 worked by Plaintiffs and the Proposed Classes and the appropriate rate of pay and failing to include
22 the required information on the itemized wage statements.

23 38. For at least four (4) years prior to the filing of this action continuing to the present,
24 Defendant has had a consistent policy of failing to provide required sick leave and/or failing to set
25 forth the amount of sick leave available, or paid time off leave it provides in lieu of sick leave, on
26 the itemized wage statements described in Section 226.

27 39. For at least three (3) years prior to the filing of this action continuing to the present,
28 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs and

1 the Proposed Class.

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

3 **V.**

4 **CLASS ACTION ALLEGATIONS**

5 41. Plaintiffs brings this action on behalf of themselves and all others similarly situated
6 as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent a
7 proposed class composed of and defined as follows:

8 All persons who are employed or have been employed as a non-
9 exempt employee by GCO FARMING, INC., LC FARM
10 SERVICE, INC. in the State of California since four (4) years prior
to the filing of this action to the present. ("Proposed Class")

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

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

17 **A. NUMEROSITY**

18 44. The potential members of the Proposed Class as defined are so numerous that
19 joinder of all the members of the Proposed Class is impracticable. While the precise number of
20 proposed Class Members has not been determined at this time, Plaintiffs are informed and believes
21 that Defendant currently employ, and during the relevant time periods employed over 50 members
22 of the Proposed Class.

23 45. Plaintiffs alleges that Defendant's employment records would provide information
24 as to the number and location of all Proposed Class Members. Joinder of all members of the
25 Proposed Class is not practicable.

26 **B. COMMONALITY**

27 46. There are questions of law and fact common to the Proposed Class that predominate
28 over any questions affecting only individual Proposed Class Members. These common questions

of law and fact include, without limitation:

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

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

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

d. Whether Defendant violated Labor Code § 2802 and/or Wage Order 14 - 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of tools;

e. Whether Defendants violated Labor Code § 226(a) and Wage Order 14 - 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing to keep accurate records of the hours worked and meal periods and whether Defendant failed to provide an accurate itemized wage statements that reflect all deductions from payment of wages, and the name and address of the employer and accurately report the total hours worked and the applicable rates, for Plaintiffs and the members of the Proposed Class;

f. Whether Defendant violated Labor Code §§ 245.5, 246, Wage Order 14 - 2001 or other applicable IWC Wage Orders, by failing to set forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for the use on either the employee's itemized wage statements described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages;

g. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay

1 compensation due and owing at the time that any Proposed Class Member's employment with
2 Defendant terminated;

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

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

7 j. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
8 acts alleged herein.

9 **C. TYPICALITY**

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

14 **D. ADEQUACY OF REPRESENTATION**

15 48. Plaintiffs will fairly and adequately represent and protect the interests of the
16 members of the proposed Class. Counsel who represent Plaintiffs and the Proposed Class are
17 competent and experienced in litigating large employment class actions.

18 ///

19 **E. SUPERIORITY OF CLASS ACTION**

20 49. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
22 practicable, and questions of law and fact common to the Proposed Class predominate over any
23 questions affecting only individual members of the Proposed Class. Each member of the Proposed
24 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
25 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to
26 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all
27 wages upon resignation or termination.

28 50. Class action treatment will allow those similarly situated persons to litigate their

1 claims in the manner that is most efficient and economical for the parties and the judicial system.
2 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
3 this action that would preclude its maintenance as a class action.

4 **VI.**

5 **FIRST CAUSE OF ACTION**

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

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

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

9 51. Plaintiffs, on behalf of and the Proposed Class, realleges and incorporates by
10 reference all previous paragraphs.

11 52. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
12 employees at the rate of no less than one and one-half times the regular rate of pay for any work
13 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

14 53. Plaintiffs and the Proposed Class were forced to work on a regular and consistent
15 basis without receiving compensation for all hours worked at the proper rate. In addition, Plaintiffs
16 and the Proposed Class were not paid at the proper overtime rate when they were working more
17 than eight (8) hours in one day or forty (40) hours in one week. By their policy of requiring
18 Plaintiffs and members of the Proposed Class to work in excess of eight (8) hours in a workday
19 and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½)
20 their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194
21 and 1199.

22 54. Defendants required employees to split their shifts worked between the two
23 Defendant entities despite the fact that the job duties, supervisors, and other relevant aspects of the
24 job did not change. Defendant failed to pay accurate wages to Plaintiffs and the Proposed Class
25 through their split-check system. Specifically, LC Farm Service, Inc. issued weekly checks
26 distributed on Fridays, compensating Plaintiffs and the Proposed Class for the first forty (40) hours
27 worked in one week. Then, GCO Farming, Inc. issued biweekly checks, compensating Plaintiffs
28 and the Proposed Class for their shifts worked on Saturdays and Sundays at the base hourly rate.

1 As a result of Defendant's actions, Plaintiffs and the Proposed Class did not receive proper
2 compensation for all hours worked at the appropriate rate of pay.

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

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

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

23 i. With regard to pre-shift work, Plaintiffs and the Proposed Class are
24 required to report to work for their scheduled shift, prepare for the day
25 and begin to perform work but are routinely told by Defendant to wait
26 anywhere from approximately ten (10) to fifteen (15) minutes before
27 Plaintiffs and the Proposed Class can begin their scheduled shifts. This
28 required time before the start of each shift is spent walking to the field,

1 preparing materials and equipment for the day, and donning and doffing
2 gear such as gloves, among other required work tasks. In addition,
3 Plaintiffs and the Proposed Class are required to walk seven (7) to ten
4 (10) minutes every day from their cars to the field. Further, Plaintiffs
5 and the Proposed Class were instructed to report to work at a specific
6 time, and did in fact report to work, but were frequently told by
7 Defendant to wait before they could begin harvesting work due to the
8 rain. Plaintiffs and the Proposed Class would sometimes be forced to
9 wait one (1) to two (2) hours to begin work. This travel time and waiting
10 time was neither recorded nor paid for by Defendant, in violation of
11 California labor law. As such, Plaintiffs and the Proposed Class do not
12 receive their correct compensation and are not paid for all hours worked.

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

16 iii. With regard to post-shift work, at the end of each working shift, the
17 foreman does not inform Plaintiffs and the Proposed Class that the shift
18 is completed. Plaintiffs and the Proposed Class worked from
19 approximately fifteen (15) minutes to one (1) hour after the end of their
20 shift in order to finish their boxes and/or finish their section as required.
21 In addition, Plaintiffs and the Proposed Class walked seven (7) to ten
22 (10) minutes every day from the fields back to their cars. This time spent
23 walking and the time spent finishing their boxes and/or their section was
24 performed after being “clocked out” and as such, Plaintiffs and the
25 Proposed Class are not compensated for this time even though this time
26 is compensable. This was most common during peak season from
27 approximately April to September.

28 c. Upon information and belief, Defendant also had a consistent policy of

1 failing to compensate Plaintiffs and the Proposed Class for their time spent traveling between
2 ranches. Plaintiffs and the Proposed Class were not properly compensated for their travel time
3 between ranches, despite performing compensable activities. This time was spent “clocked out”
4 and as such, Plaintiffs and the Proposed Class are not compensated for this time worked even
5 though this time is compensable.

6 56. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
7 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
8 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and
9 costs.

10 **VII.**

11 **SECOND CAUSE OF ACTION**

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

13 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

14 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

17 58. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
18 compensation for each meal period the employer fails to provide. Employees are entitled to a first
19 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
20 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
21 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
22 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiffs
23 and the Proposed Class of these rights.

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

27 60. Plaintiffs and the Proposed Class consistently worked shifts over 10 (10) hours.
28 Defendant failed to provide Plaintiffs and the Proposed Meal Break Class with timely meal periods

1 of not less than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours
2 work as required by the Labor Code during the relevant time period.

3 61. Defendant failed to apprise Plaintiffs and the Proposed Class of their rights
4 associated with meal periods and failed to provide timely and compliant meal periods. Defendant
5 has had a consistent policy of: (1) requiring Plaintiffs and the Proposed Class to take late meal
6 breaks that occurred after the first five hours of each shift; (2) required Plaintiffs and the Proposed
7 Class to work shifts over ten (10) hours without providing a second meal period of thirty minutes
8 in length altogether; and (3) failed to pay such employees one (1) hour of pay at the employees
9 regular rate of compensation for each workday that the first meal period was not provided within
10 the first (5) hours of the shift or that a second meal period was not provided.

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

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

21 **VIII.**

22 **THIRD CAUSE OF ACTION**

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

24 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

25 **LABOR CODE § 226.7**

26 64. Plaintiff, on behalf of themselves and the proposed Class, realleges and
27 incorporates by reference all previous paragraphs.

28 65. Labor Code § 226.7 requires an employer to pay an additional hour (1) of

1 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
2 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant
3 failed to maintain a policy informing Plaintiffs and the Proposed Class of this right.

4 66. Defendant failed to provide Plaintiffs and the Proposed Class with rest breaks of
5 not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.
6 Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiffs and the
7 Proposed Class with a second rest period despite regularly requiring Plaintiffs and the Proposed
8 Class to work over six (6) hours.

9 67. Moreover, Defendant failed to provide adequate shade and relief from heat
10 exposure for breaks. As Such, Defendant failed to provide Plaintiffs and the Proposed Class with
11 compliant rest periods. Further, Plaintiffs and the Proposed Class were not compensated with one
12 (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

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

16 **IX.**

17 **FOURTH CAUSE OF ACTION**

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

19 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

20 **LABOR CODE § 2802**

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

23 Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures
24 incurred by employees in the discharge of their duties, or of his or her obedience to the directions
25 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
26 believed them to be unlawful.

27 70. Defendant has failed to reimburse Plaintiffs and Proposed Class the cost of using
28 their personal tools/equipment for business related purposes. Defendant required that Plaintiffs

1 and the Proposed Class purchase tools/equipment such as a harvest cart, harvest cart tires,
2 protective gloves, knife rings, boots, waterproof oversleeves, scissors, and weeding scissors,
3 among other items, and this was necessary to perform their job duties.

4 71. Defendant also required Plaintiffs and the Proposed Class to travel between fields
5 to perform work tasks. Approximately one to two times per week during the peak harvest season
6 from August to September, Defendant required Plaintiffs and the Proposed Class to travel between
7 fields to perform work tasks. Defendant also required this travel approximately two to three times
8 per year during the planting season. Because Defendant did not provide buses or other
9 transportation to workers so that they could travel from field to field in the middle of their shifts,
10 Plaintiffs and the Proposed Class used their own vehicles to travel from field to field. Defendant
11 did not reimburse Plaintiffs and the Proposed Class for their mileage for travel between
12 Defendant's job sites. These tools/equipment and vehicles were not provided by Defendant, and
13 Defendant failed to reimburse Plaintiffs and the Proposed Class for the costs associated with using
14 these tools/equipment and their personal vehicles.

15 72. Defendants have failed to reimburse Plaintiffs and the Proposed Class for the cost
16 *of using their personal vehicles and tools that were not provided by Defendant but were necessary*
17 *for the performance of Plaintiffs and the Proposed Class's job duties.*

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

21 **X.**

22 **FIFTH CAUSE OF ACTION**

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

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

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

27 75. California Labor Code § 226(a) requires employers to issue wage statements that
28 accurately report total hours worked, show the number of piece-rate units earned, accurately report

appropriate rates of pay and the corresponding number of hours worked at each hourly rate, and that contain the address of the legal entity that is the employer. (Labor Code §§ 226(a)(2) and (9).)

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

77. IWC Wage Orders 14 -2001(7), 14 -2000(7), 14 -1998(7) require defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statements, and must show all deductions from payment of wages, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate, and accurately report total hours worked by Plaintiffs and the members of the proposed Class. Defendant failed to keep accurate records of the total daily hours worked.

78. 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 Class are issued wage statements that do not include the total hours worked by the employee.

79. Labor Code § 226(a)(9) 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. Plaintiffs and the Class are issued wage statements that do 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.

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

81. 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

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
2 reasonable attorneys' fees.

3 **XI.**

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §§ 245.5 AND 246**

6 82. Plaintiffs incorporates each and every allegation set forth in all of the foregoing
7 paragraphs as if fully set forth herein.

8 83. Labor Code §245.5 and 246 provide that “[a]n employer shall provide an employee
9 with written notice that set forth the amount of paid sick leave available, or paid time off leave an
10 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
11 described in Section 226 or in a separate writing provided on the designated pay date with the
12 employee’s payment of wages.”

13 84. Here, Defendant has failed to set forth the amount of sick leave available, or paid
14 time off leave an employer provides in lieu of sick leave, on the itemized wage statements
15 described in Labor Code § 226 that it issues to Plaintiffs and all Proposed Class. Therefore,
16 Defendant has violated Labor Code §§ 245.5 and 246 with respect to Plaintiffs and all Proposed
17 Class.

18 85. As a proximate result of Defendant’s violations of Labor Code §§ 245.5 and 246,
19 Plaintiffs and the Proposed Class have been damaged in an amount according to proof at the time
20 of trial.

21 **XII.**

22 **SEVENTH CAUSE OF ACTION**

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

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

25 86. Plaintiff, on behalf of [Prompt, Client referred to as: “himself” or “herself”] and the
26 Proposed Class, realleges and incorporates by reference all previous paragraphs.

27 87. Numerous members of the Proposed Class including the Plaintiffs are no longer
28 employed by Defendant. They were either fired, quit Defendant’s employ, or were seasonally laid

1 off.

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

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

13 **XIII.**

14 **EIGHTH CAUSE OF ACTION**

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

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

17 90. Plaintiff, on behalf of [Prompt, Client referred to as: "himself" or "herself"] and the
18 Proposed Class, realleges and incorporates by reference all previous paragraphs.

19 91. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of
20 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
21 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in
22 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
23 public, and the Proposed Class. Plaintiffs seek to enforce important rights affecting the public
24 interest within the meaning of Code of Civil Procedure § 1021.5.

25 92. Plaintiffs are "people" within the meaning of Business & Professions Code
26 § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,
27 and other appropriate equitable relief.

28 93. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business

1 practices.

2 94. California's wage and hour laws express fundamental public policies. Providing
3 employees with proper wages and compensation are fundamental public policies of this State and
4 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
5 vigorously minimum labor standards, to ensure that employees are not required or permitted to
6 work under substandard and unlawful conditions, and to protect law-abiding employers and their
7 employees from competitors who lower their costs by failing to comply with minimum labor
8 standards.

9 95. Defendant has violated statutes and public policies as alleged herein. Through the
10 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
11 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
12 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
13 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
14 guaranteed to all employees under law.

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

17 97. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
18 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
19 § 17200, *et seq.* of the Business & Professions Code.

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

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

1 **XIV.**

2 **NINTH CAUSE OF ACTION**

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

4 100. Plaintiffs, on behalf of themselves and all aggrieved employees, reallege and
5 incorporate by reference all previous paragraphs.

6 101. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
7 seek penalties under Labor Code § 2699, et seq. use of Defendant's violation of Labor Code §§
8 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199, 2802; IWC Wage Order
9 14-2001; and California Code of Regulations, Title 8, Section 11160, which call for civil penalties.

10 102. Plaintiffs bring this representative action on behalf of themselves and the State of
11 California as well as a group of aggrieved employees defined as: All persons who are employed
12 or have been employed as a non-exempt employee by GCO FARMING, INC., LC FARM
13 SERVICE, INC., in the State of California who worked one or more pay periods since one (1) year
14 prior to the date of this letter and continuing to the present. ("aggrieved employees").

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

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

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

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

21 105. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
22 LWDA¹ and mailed a letter by certified mail to Defendants' entity addresses at 224 West Main
23 Street, Santa Maria, CA 93458; 942 West Main Street, Santa Maria, CA 93458; and 215 N. Lincoln
24 Street, Santa Maria, CA 93458 as proscribed by the Code on December 19, 2024, describing
25 Defendants' conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510,
26

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

1 512, 1194, 1194.2, 1199, 2802, (*see* Exhibit “1”). Plaintiffs also obtained an e-filing confirmation
2 from the LWDA confirming receipt of the notice (*see* Exhibit “2”). Additionally, Plaintiffs
3 received all signed green return receipts from Defendant, indicating that it received Plaintiff’s
4 letter. (*see* Exhibit “3”).

5 106. As no letter evidencing the LWDA’s intention to investigate was received by
6 Plaintiffs’ Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
7 action as though the LWDA had not chosen to investigate pursuant to Labor Code
8 §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
9 Amended Class and Representative Action Complaint immediately

10 **RELIEF REQUESTED**

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

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

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

18 3. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
19 Members’ unreimbursed out of pocket expenses as a requirement of employment;

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

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

26 6. On behalf of themselves only, Plaintiffs request penalties pursuant to Labor Code
27 §§ 226(f) and 1198.5(k) and injunctive relief pursuant to Labor Code §§ 226(h) and 1998.5(k) for
28 violation of Labor Code §§ 226 and 1998.5;

1 7. An award of prejudgment and post judgment interest;

2 8. An order enjoining Defendant and its agents, servants, and employees, and all
3 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
4 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
5 termination/resignation pursuant to Labor Code §§ Code §§ 201, 202, 203, 226(a), 226.7, 245.5,
6 246, 510, 512, 1194, 1194.2, 1199, 2802, and IWC 14 -2001;

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

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

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

13 12. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
14 Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199, 2802, and IWC
15 14 -2001;

16 13. An award providing for payment of costs of suit;

17 14. An award of attorneys' fees; and

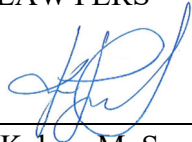
18 15. Such other and further relief as this Court may deem proper and just.

19 **DEMAND FOR JURY TRIAL**

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

21
22 DATED: February 24, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

23
24 By: 

25 Kelsey M. Szamet
26 Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"



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

December 19, 2024

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

GCO Farming, Inc.
224 West Main Street
Santa Maria, CA 93458
Certified Mailing No.: 9589 0710 5270 1148 9630 01

LC Farm Service, Inc.
224 West Main Street
Santa Maria, CA 93458
Certified Mailing No.: 9589 0710 5270 1148 9630 18

GCO Farming, Inc.
942 West Main Street
Santa Maria, CA 93458
Certified Mailing No.: 9589 0710 5270 1148 9630 56

LC Farm Service, Inc.
942 West Main Street
Santa Maria, CA 93458
Certified Mailing No.: 9589 0710 5270 1148 9630 63

GCO Farming, Inc.
Agent for Service of Process
Vincent T. Martinez
215 N. Lincoln Street
Santa Maria, CA 93458
Certified Mailing No.: 9589 0710 5270 1148 9630 70

LC Farm Service, Inc.
Agent for Service of Process
Vincent T. Martinez
215 N. Lincoln Street
Santa Maria, CA 93458
Certified Mailing No.: 9589 0710 5270 1148 9630 87

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 19, 2024

Page 2 of 7

Re: Juana Hernandez Florentino, et al. v. GCO Farming, Inc., LC Farm Service, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Juana Hernandez Florentino and Julian Zaragoza Solano, (“Plaintiffs”) and a proposed group of current and former employees working for GCO FARMING, INC., LC FARM SERVICE, INC. (“Defendants”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by GCO FARMING, INC., LC FARM SERVICE, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and 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.

Here, Defendants have a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees at the appropriate rate of pay. In addition, 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 paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the aggrieved employees often worked a sixth consecutive day of work in a workweek, but Defendants did not properly pay overtime for this sixth day. Instead of Defendants paying Plaintiffs and the aggrieved employees overtime for the time that they worked on the sixth day as required, Plaintiffs and the aggrieved employees were paid at the base hourly rate. They were not paid the appropriate overtime rate as they were either paid piece rate or at the base hourly rate. This resulted in Plaintiffs and the aggrieved employees regularly working in excess of eight hours in one workday and in excess of 40 hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked. Plaintiffs were also denied appropriate piece rate pay if Defendants claimed that boxes were missing.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 19, 2024

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Further, Plaintiffs and the aggrieved employees were not properly compensated for all hours worked because Defendants required Plaintiffs and the aggrieved employees to work “off the clock” and perform compensable activities before, during, and after each working shift for which no pay was provided.

With regard to pre-shift work, Defendants require Plaintiffs and the aggrieved employees to report to work for their scheduled shift, prepare for the day and begin to perform work but are routinely told by Defendants to wait anywhere from approximately ten (10) to fifteen (15) minutes before Plaintiffs and the aggrieved employees are clocked in for each shift. This required time before the start of each shift is spent walking to the field, preparing materials and equipment for the day, and donning and doffing gear such as gloves, among other required work tasks. In addition, Plaintiffs and the aggrieved employees are required to walk seven (7) to ten (10) minutes every day from their cars to the field. Further, Plaintiffs and the aggrieved employees were instructed to report to work at a specific time, and did in fact report to work, but were frequently told by Defendants to wait before they could begin harvesting work due to the rain. Plaintiffs and the aggrieved employees would sometimes be forced to wait one (1) to two (2) hours to begin work. This travel time, donning and doffing time, and waiting time was neither recorded nor paid for by Defendants, in violation of California labor law. As such, Plaintiffs and the aggrieved employees do not receive their correct compensation and are not paid for all hours worked.

In the middle of their shifts, Defendants required Plaintiffs and the aggrieved employees to walk between different fields 2-3 times per week and this travel time is off-the-clock and therefore unpaid.

With regard to post-shift work, at the end of each working shift, the foreman does not inform Plaintiffs and the aggrieved employees that the shift is completed. Plaintiffs and the aggrieved employees worked from approximately fifteen (15) minutes to one (1) hour after the end of their shift in order to finish their boxes and/or finish their section as required. In addition, Plaintiffs and the aggrieved employees walked seven (7) to ten (10) minutes every day from the fields back to their cars. This time spent walking and the time spent finishing their boxes and/or their section was performed after being “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time even though this time is compensable. This was most common during peak season from approximately April to September.

Defendants also had a consistent policy of failing to compensate Plaintiffs and the aggrieved employees for their time spent traveling between ranches. Plaintiffs and the aggrieved employees were not properly compensated for their travel time between ranches, despite performing compensable activities. This time was spent “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Defendants required the aggrieved employees to split their shifts worked between the two Defendant entities despite the fact that the job duties, supervisors, and other relevant aspects of the

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 19, 2024

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job did not change. Defendants failed to pay accurate wages to Plaintiffs and the aggrieved employees through their split-check system. Specifically, LC Farm Service, Inc. issued weekly checks distributed on Fridays, compensating Plaintiffs and the aggrieved employees for the first forty (40) hours worked in one week. Then, GCO Farming, Inc. issued biweekly checks, compensating Plaintiffs and the aggrieved employees for their shifts worked on Saturdays and Sundays at the base hourly rate. As a result of Defendant's actions, Plaintiffs and the aggrieved employees did not receive proper compensation for all hours worked at the appropriate rate of pay.

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. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendants failed to maintain a policy informing Plaintiff and all aggrieved employees of these rights. 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, Defendants failed to apprise Plaintiffs and all aggrieved employees of their rights associated with meal periods and failed to provide timely and compliant meal periods. Defendants have had a consistent policy of: (1) requiring Plaintiffs and all aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; (2) requiring Plaintiff and all aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; and (3) failing 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.

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, Defendants failed to provide Plaintiffs and all aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 19, 2024

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work period, or major fraction thereof. Additionally, on a regular and consistent basis, Defendants failed to provide Plaintiff and all aggrieved employees with a second rest period despite regularly requiring Plaintiff and all aggrieved employees to work over six (6) hours. Moreover, Defendants failed to provide adequate shade and relief from heat exposure for breaks. As Such, Defendants failed to provide Plaintiff and all aggrieved employees with compliant rest periods. Further, Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendants failed to reimburse Plaintiff and aggrieved employees the cost of using their personal tools/equipment and vehicles for business related purposes. Defendants required that Plaintiff and all aggrieved employees purchase tools/equipment such as a harvest cart, harvest cart tires, protective gloves, knife rings, boots, waterproof oversleeves, scissors, and weeding scissors, among other items, and this was necessary to perform their job duties. Defendants also required Plaintiffs and all aggrieved employees to travel between fields to perform work tasks. Approximately one to two times per week during the peak harvest season from August to September, Defendants required Plaintiffs and all aggrieved employees to travel between fields to perform work tasks. Defendants also required this travel approximately two to three times per year during the planting season. Because Defendants 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 all aggrieved employees used their own vehicles to travel from field to field. Defendants did not reimburse Plaintiffs and all aggrieved employees for their mileage for travel between Defendant's job sites. These tools/equipment and vehicles were not provided by Defendants, and Defendants failed to reimburse Plaintiffs and all aggrieved employees for the costs associated with using these tools/equipment and their personal vehicles.

Defendants engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, 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. Plaintiff and all aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 19, 2024

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Also, Defendants issued to Plaintiff and all 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 Plaintiff and all aggrieved employees did not include the hours worked at each hourly rate.

Labor Code §245.5 and 246 provide that “[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.” Here, Defendants failed to provide the required sick leave and/or failed to set forth the amount of sick leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage statements described in Section 226 that it issues to Plaintiff and all aggrieved employees. Therefore, Defendants have violated Labor Code §245.5 and 246 with respect to our client and all aggrieved employees. Thus, Plaintiff is an aggrieved employee within the meaning PAGA.

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 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.

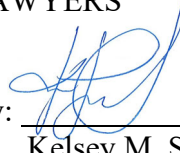
Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give

notice by certified mail if the alleged violation is cured, including a description of actions taken.

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, 245.5, 246, 510, 512, 1194, 1194.2, 1199, 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 EMPLOYMENT
LAWYERS

By: 

Kelsey M. Szamet

KMS/lis

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. MARTINEZ AGUILASOCHO LAW, INC., P.O. Box 1998
Bakersfield, CA 93303

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 Employm

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

Your Email Address *

service@kingsleylawye...c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste.

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Juana Hernandez Florentino

Plaintiff/Aggrieved Employee Occupation *

farm worker

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Julian Zaragoza Solano

Plaintiff/Aggrieved Employee Occupation *

farm worker

[Remove](#)

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

GCO Farming, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

224 West Main Street

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**

Corporation ▼

Employer Name *

LC Farm Service, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt*

224 West Main Street

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code*

93458

Employer Industry*

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)**Employer Entity Type**

Corporation ▼

Employer Name *

GCO Farming, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt*

942 West Main Street

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code*

93458

Employer Industry*

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)**Employer Entity Type**

Corporation ▼

Employer Name *

LC Farm Service, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt*

942 West Main Street

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code*

93458

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 *

Billing Last Name *

Billing Email *

Billing Phone

Billing Street Name, Number and Suite/Apt*

Billing City*

Encino

Billing State*

California

Billing Zip/Postal Code*

91436

Credit Card Type*

[Redacted]

This field is required.

Credit Card Number*

[Redacted]

CVV Number*

[Redacted]

Credit Card Expiration Month*

[Redacted]

mm

Credit Card Expiration Year*

[Redacted]

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf)*

Choose File

LWDA Letter ...g; LC Farm.pdf

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

Choose File

No file chosen

[Add Another Attachment](#)Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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

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

[Previous Page](#)[Submit](#)

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

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, December 19, 2024 3:05 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

12/19/2024

LWDA Case No. LWDA-CM-1068469-24
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Juana Hernandez Florentino, Julian Zaragoza Solano
Employer: GCO Farming, 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)

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, December 19, 2024 3:05 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1068469-24

Order Number: ORD-000312736

Total:\$75.00

Card Type: Master Card

Date: 12/19/2024

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Ste. 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:

GCO Farming, Inc.
224 West Main Street
Santa Maria, CA 93458



9590 9402 8465 3186 4063 73

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9630 01

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

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

Domestic Return Receipt

USPS TRACKING #

SANTA BARBARA CA 931
20 DEC 2024 PM 3 L

9590 9402 8465 3186 4063 73

United States
Postal Service

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

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

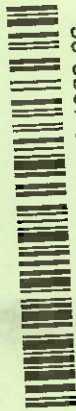
PAGA Liv. 12/19/24
Gco Farming

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:

LC Farm Service, Inc.
224 West Main Street
Santa Maria, CA 93458



9590 9402 8465 3186 4063 66

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9630 18

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Redelivered by (Printed Name)

- ☐ Agent
- ☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type

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

Mail Restricted Delivery

Domestic Return Receipt

USPS TRACKING #

931

27 DEC 2007 PM 12 L

063 66

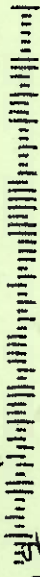
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

PAGA Ltr. 12.19.24
GCO Farming



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:

GCO Farming, Inc.
942 West Main Street
Santa Maria, CA 93458



9590 9402 8465 3186 4063 59

2. Article Number (Traceable)

9589 0710 5270 1148 9630 56

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
		☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes ☒ No		
if YES, enter delivery address below:		

3. Service Type		☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™	☐ Registered Mail Restricted Delivery
☒ Certified Mail®	☐ Signature Confirmation™	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

USPS TRACKING #



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

9590 9402 8465 3186 4063 59

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Go Farming
PACA CA. 12/9.29

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:

LC Farm Service, Inc.
942 West Main Street
Santa Maria, CA 97458



9590 9402 8465 3186 4064 41

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9630 63
PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 ☐ Addressee

B. Received by (Printed Name) 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
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation®
☐ Signature Confirmation Restricted Delivery

Domestic Receipt

USPS TRACKING #

SANITIA BARBERA CA 9131

23 DEC 2024 PM 2 L

9590 9402 8465 3186 4064 4J

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

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Go Farming
PAGA Ctr 12.19.24

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:

GCO Farming, Inc
Agent for Service of Process
Vincent T. Martinez
215 N. Lincoln Street
Santa Maria, CA 93458



9590 9402 8465 3186 4064 34

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9630 70

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature X <i>pm</i>		☐ Agent ☐ Addressee
B. Received by (Printed Name) <i>Bethany McConnell</i>	C. Date of Delivery <i>12/23/14</i>	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No		

3. Service Type	☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☒ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	☐ Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

Mail
Mail Restricted Delivery

Domestic Return Receipt

USPS TRACKING #

SANTA BARBARA CA 931

24 DEC 2024 PM 2 L

9590 9402 8465 3186 4064 34

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

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

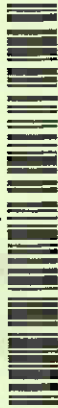
GCO Farming Inc.
PAGA Ch 12.19.24

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:

LC Farm Service, Inc.
Agent for Service of Process
Vincent T. Martinez
215 N. Lincoln Street
Santa Maria, CA 93458



9590 9402 8465 3186 4063 42

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9630 87

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

COMPLETE THIS SECTION ON DELIVERY

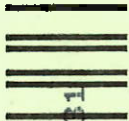
A. Signature ☒ Agent ☐ Addressee <i>PCM</i>		C. Date of Delivery <i>12/23/12</i>
B. Received by (Printed Name) <i>Bethany McConnell</i>		
D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:		

3. Service Type	Priority Mail Express [®]
☐ Adult Signature	☐ Registered Mail [™]
☐ Adult Signature Restricted Delivery	☐ Registered Mail Res. Delivery
☒ Certified Mail [®]	☐ Signature Confirmation [™]
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	

Domestic Return Receipt

USPS TRACKING #

9590 9402 8465 3186 4063 42



VENTURA CA 9136

24 DEC 2002 PM 2 L

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

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Geo Farming
PACA CA 12/18/02

