ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Angela Braun, Executive Officer
10/12/2026 12:52 PM
By: Alexa Miranda , Deputy

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

Edgar I. Aguilasocho, Esq. (SBN 285567)
Mario Martinez, Esq. (SBN 200721)
MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
Bakersfield, California 93303
Telephone: (661) 859-1 174
Facsimile: (661) 840-6154

Attorneys for Plaintiffs and the proposed class

NO SUMMONS FILED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA – NORTH COUNTY

HERMINIO LOPEZ SANTIAGO AKA ERMINIO LOPEZ SANTIAGO; OSWALDO ISIDRO JACINTO; IGNACIO FELIPE-GARCIA; ALEJANDRA DOLORES MORELOS as individuals, on behalf of themselves and others similarly situated

PLAINTIFFS,

v.

RED BLOSSOM FARMS, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 26CV05068

[Case Assigned for All Purposes to the Hon. James F. Rigali in Dept. SM 2]

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

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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

Plaintiffs HERMINIO LOPEZ SANTIAGO AKA ERMINIO LOPEZ SANTIAGO; OSWALDO ISIDRO JACINTO; IGNACIO FELIPE-GARCIA; ALEJANDRA DOLORES MORELOS, as individuals, on behalf of themselves and all others similarly situated (collectively, "Plaintiffs"), and on behalf of the people of the State of California and as "aggrieved employees" under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq*. (hereafter "PAGA"), complains of Defendant RED BLOSSOM FARMS, INC. (collectively, "Defendant") and each of them, as follows:

I.

INTRODUCTION

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

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

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

3. From at least four (4) years prior to the filing of this action continuing to the present, Defendant has had a consistent policy of failing to pay wages and overtime to Plaintiffs and all Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate in violation of §§ 510, 1194, and 1199.

a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the Proposed Class members often worked a sixth consecutive day of work in a workweek, but Defendant did not properly pay overtime for this work week as required. Plaintiffs and the Proposed Class members were not properly compensated for all overtime hours worked. For example, during the peak seasons

(approximately May to June), Plaintiffs and the Proposed Class members were required to work seven (7) consecutive days per week, Monday through Sunday, and Defendant did not ensure that all overtime was properly paid at the required rate. This resulted in Plaintiffs and the Proposed Class members regularly working in excess of eight hours in one workday and in excess of forty (40) hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

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

i. With regard to required pre-shift work, Plaintiffs and the Proposed Class are required to report to work approximately ten (10) to thirty (30) minutes prior to their scheduled shift and perform preparatory work. The foreman instructs workers to arrive approximately ten (10) to fifteen (15) minutes before the official clock-in time. Plaintiffs and the Proposed Class must walk approximately eight (8) to ten (10) minutes from their parked vehicles to the field, put on their boots, prepare their tools and equipment (including harvest carts, rings for the cannery, scissors, sharpeners, and gloves), and sign the attendance list, all while "off the clock."

ii. During the harvest season, Defendant required Plaintiffs and the Proposed Class to walk from block to block approximately three (3) times per week, with each walk taking approximately thirty (30) minutes, without compensation. During the planting season, Plaintiffs and the Proposed Class were required to drive between fields, with travel taking approximately fifteen (15) minutes per trip, using their own vehicles without reimbursement. This travel time is off-the-clock.

iii. With regard to post-shift work, at the end of each working shift Plaintiffs and the Proposed Class are required to spend approximately ten (10) minutes after their scheduled shift has ended finishing a row of remaining crops and lining up to record and drop off their boxes. The foreman or quality control punches the end of the shift even while workers continue to complete their rows. Additionally, at least once per week, Plaintiffs and the Proposed Class must walk approximately fifteen (15) minutes from the field to their vehicles after the official end of shift. This required work was performed while "off the clock" for which no pay was provided.

c. Defendant also required Plaintiffs and the Proposed Class to wait during inclement weather conditions for approximately thirty (30) minutes before they could begin working, without compensation. Defendant failed to record this required waiting time and failed to compensate Plaintiffs and the Proposed Class for all hours.

4. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated with meal periods and failed to provide compliant meal periods. Specifically, the foreman interrupted the thirty (30) minute meal break to distribute paychecks to the crew, requiring workers to form a line for approximately ten (10) to fifteen (15) minutes during their meal period, leaving them with a shortened and interrupted meal period. Defendant also failed to provide second meal breaks for shifts of over ten (10) hours during both the harvest and planting seasons. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, as required by California state wage and hour laws. Additionally, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law in violation of Labor Code §§ 226.7 and 512.

5. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated

with rest periods and failed to provide compliant rest periods. Specifically, from 2022 through 2024, Plaintiffs and the Proposed Class did not receive the required second rest break. Additionally, during the planting season, Plaintiffs and the Proposed Class did not receive the second required rest break. Defendant has had a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof. Additionally, Defendant failed to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period was not provided, as required by California state wage and hour laws. Defendant has had a consistent policy of paying rest period premiums in violation of Labor Code §§ 226.7 and 512.

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 tools and vehicles necessary for its business purposes. Specifically, Defendant requires Plaintiffs and the Proposed Class members to purchase, at their own expense, all tools and equipment necessary to perform their work duties, including harvest carts (market and cannery), tires for the harvest carts, rings for the cannery, scissors, sharpeners, gloves, planting gloves, and boots, without any reimbursement from Defendant. Additionally, during the planting season, Defendant required Plaintiffs and the Proposed Class members to use their own vehicles to travel between fields, approximately fifteen (15) minutes per trip, without reimbursement for gas or mileage. By failing to provide Plaintiffs and the Proposed Class with the necessary transportation and tools reimbursement, Defendant has burdened Plaintiffs and the Proposed Class members with the cost of using their own vehicles and purchasing their own tools to perform required work in violation of Labor Code § 2802.

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

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

or are laid off or discharged in violation of Labor Code §§ 201-203.

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

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

11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in their PAGA notice letter (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq*. seeking penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 233, 245, 246, 510, 512, 1194, 1199, 2802; Wage Order 14-2001.

II.

JURISDICTION AND VENUE

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

13. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Santa Barbara and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business &

Professions Code § 17200, *et seq*.

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

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

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

III.

PARTIES

A. PLAINTIFFS

17. Plaintiffs Herminio Lopez Santiago AKA Erminio Lopez Santiago, Oswaldo Isidro Jacinto, Ignacio Felipe-Garcia, and Alejandra Dolores Morelos are residents of California.

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

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

b. Work without being provided compliant meal periods;

c. Work without being provided compliant rest periods;

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

e. Work without Defendant providing accurate itemized wage statements.

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

20. As a result of this conduct, Defendant has engaged in unfair competition and

unlawful business practices.

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

B. DEFENDANT

22. Defendant RED BLOSSOM FARMS, INC. is believed to be a California corporation operating within the State of California. Defendant's corporate address, according to the Secretary of State website[1] is believed to be 1389 West Main Street, Santa Maria, CA 93458.

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

24. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiffs, who therefore sues Defendant by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendant 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 Defendant designated hereinafter as DOES when such identities become known.

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

26. Furthermore, Defendant acted in all respects as the employers or joint employers of the Proposed Class. Defendant, 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.

[1] https://bizfileonline.sos.ca.gov/search/business

Therefore, Defendant, and each of them, employed or jointly employed the Proposed Class.

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

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

29. Defendant is, and during the relevant period has been, engaged in the business of cultivating, harvesting and packing crops as described above.

IV.

FACTUAL BACKGROUND

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

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).

32. From at least four (4) years prior to the filing of this action continuing to the present, Defendant has had a consistent policy of failing to pay wages and overtime to Plaintiffs and all Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate in violation of §§ 510, 1194, and 1199.

a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the Proposed Class members were not properly compensated for all overtime hours

worked. For example, during the peak seasons (approximately May to June), Plaintiffs and the Proposed Class members were required to work seven (7) consecutive days per week, Monday through Sunday, and Defendant did not ensure that all overtime was properly paid at the required rate. This resulted in Plaintiffs and the Proposed Class members regularly working in excess of eight hours in one workday and in excess of forty (40) hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

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

i. With regard to required pre-shift work, Plaintiffs and the Proposed Class are required to report to work approximately ten (10) to thirty (30) minutes prior to their scheduled shift and perform preparatory work. The foreman instructs workers to arrive approximately ten (10) to fifteen (15) minutes before the official clock-in time. Plaintiffs and the Proposed Class must walk approximately eight (8) to ten (10) minutes from their parked vehicles to the field, put on their boots, prepare their tools and equipment (including harvest carts, rings for the cannery, scissors, sharpeners, and gloves), and sign the attendance list, all while "off the clock".

ii. During the harvest season, Defendant required Plaintiffs and the Proposed Class to walk from block to block approximately three (3) times per week, with each walk taking approximately thirty (30) minutes, without compensation. During the planting season, Plaintiffs and the Proposed Class were required to drive between fields, with travel taking approximately fifteen (15) minutes per trip, using their own vehicles without reimbursement. This travel time is off-the-clock.

iii. With regard to post-shift work, at the end of each working shift Plaintiffs and the Proposed Class are required to spend approximately ten (10) minutes after their scheduled shift has ended finishing a row of remaining crops and lining up to record and drop off their boxes. The foreman or QC punches the end of the shift even while workers continue to complete their rows. Additionally, at least once per week, Plaintiffs and the Proposed Class must walk approximately fifteen (15) minutes from the field to their vehicles after the official end of shift. This required work was performed while "off the clock" for which no pay was provided.

c. Defendant also required Plaintiffs and the Proposed Class to wait during inclement weather conditions for approximately thirty (30) minutes before they could begin working, without compensation. Defendant failed to record this required waiting time and failed to compensate Plaintiffs and the Proposed Class for all such hours.

33. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated with meal periods and failed to provide compliant meal periods. Specifically, approximately once per month on Fridays, the foreman interrupted the thirty (30) minute meal break to distribute paychecks to the crew, requiring workers to form a line for approximately ten (10) to fifteen (15) minutes during their meal period, leaving them with a shortened and interrupted meal period. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, as required by California state wage and hour laws. Additionally, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with Labor Code §§ 226.7 and 512.

34. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated with rest periods and failed to provide compliant rest periods. Specifically, from 2022 through

2024, Plaintiffs and the Proposed Class did not receive the required second rest break. Additionally, during the planting season (approximately three weeks in November), Plaintiffs and the Proposed Class did not receive the second required rest break. Defendant has had a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof. Additionally, Defendant failed to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period was not provided, as required by California state wage and hour laws. Defendant has had a consistent policy of paying rest period premiums in violation of Labor Code §§ 226.7 and 512.

35. 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 tools and vehicles necessary for its business purposes. Specifically, Defendant requires Plaintiffs and the Proposed Class members to purchase, at their own expense, all tools and equipment necessary to perform their work duties, including harvest carts (market and cannery), tires for the harvest carts, rings for the cannery, scissors, sharpeners, gloves, planting gloves, and boots, without any reimbursement. Additionally, during the planting season, Defendant required Plaintiffs and the Proposed Class members to use their own vehicles to travel between fields, approximately fifteen (15) minutes per trip, without reimbursement for gas or mileage. By failing to provide Plaintiffs and the Proposed Class with the necessary transportation and tools reimbursement, Defendant has burdened Plaintiffs and the Proposed Class members with the cost of using their own vehicles and purchasing their own tools to perform required work in violation of Labor Code § 2802.

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

37. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all Proposed Class members quit or are laid off or were discharged in violation of Labor Code §§ 201-203. This failure was willful, without legal justification, and interfered with Plaintiffs' and the Proposed Class members' rights.

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

V.

CLASS ACTION ALLEGATIONS

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

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

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

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

A. NUMEROSITY

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

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

B. COMMONALITY

44. There are questions of law and fact common to the Proposed Class that predominate 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, 512 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 way of a lawful policy and failing to provide required meal periods throughout the term of employment and/or failing to compensate said employees one (1) hour of wages at their regular rate of compensation in lieu of meal 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 all 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 and using their own vehicles to perform required work;

e. Whether Defendant 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 provide an accurate itemized wage statements that accurately report the total hours worked and the applicable rates, including meal/rest period premiums, for Plaintiffs and the members of the Proposed Class;

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

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

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

i. Whether Defendant violated Labor Code § 2699, *et seq*. by engaging in the

acts alleged herein.

C. TYPICALITY

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

D. ADEQUACY OF REPRESENTATION

46. Plaintiffs will fairly and adequately represent and protect the interests of the members of the proposed Class.

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

E. SUPERIORITY OF CLASS ACTION

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

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

///

VI.

FIRST CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PAY WAGES AND/OR OVERTIME UNDER

LABOR CODE §§ 510, 1194, AND 1199

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

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

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

a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the Proposed Class members were not properly compensated for all overtime hours worked. For example, during the peak seasons, Plaintiffs and the Proposed Class members were required to work seven (7) consecutive days per week, Monday through Sunday, and Defendant did not ensure that all overtime was properly paid at the required rate. This resulted in Plaintiffs and the Proposed Class members regularly working in excess of eight hours in one workday and in excess of forty (40) hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

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

i. With regard to required pre-shift work, Plaintiffs and the Proposed Class are required to report to work prior to their scheduled shift and perform preparatory work prior to their scheduled shift. Plaintiffs and the Proposed Class must walk approximately eight (8) to ten (10) minutes from their parked vehicles to the field, put on their boots, prepare their tools and equipment (including harvest carts, rings for the cannery, scissors, sharpeners, and gloves), and sign the attendance list, all while "off the clock."

ii. During the harvest season, Defendant required Plaintiffs and the Proposed Class to walk from block to block approximately three (3) times per week, with each walk taking approximately thirty (30) minutes, without compensation. During the planting season, Plaintiffs and the Proposed Class were required to drive between fields, with travel taking approximately fifteen (15) minutes per trip, using their own vehicles without reimbursement. This travel time is off-the-clock.

iii. With regard to post-shift work, at the end of each working shift Plaintiffs and the Proposed Class are required to spend approximately ten (10) minutes after their scheduled shift has ended finishing a row of remaining crops and lining up to record and drop off their boxes. The foreman or QC punches the end of the shift even while workers continue to complete their rows. Additionally, at least once per week, Plaintiffs and the Proposed Class must walk approximately fifteen (15) minutes from the field to their vehicles after the official end of shift. This required work was performed

while "off the clock" for which no pay was provided.

c. Defendant also required Plaintiffs and the Proposed Class to wait during inclement weather conditions for approximately thirty (30) minutes before they could begin working, without compensation. Defendant failed to record this required waiting time and failed to compensate Plaintiffs and the Proposed Class for all such hours.

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

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

VII.

SECOND CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

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

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

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

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

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

59. Defendant failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less than thirty (30) minutes within the first five hours of work as required by the Labor Code during the relevant time period. Specifically, approximately once per month on Fridays, the foreman interrupted the thirty (30) minute meal break to distribute paychecks to the crew, requiring workers to form a line for approximately ten (10) to fifteen (15) minutes during their meal period, thereby failing to provide a compliant, uninterrupted meal period.

60. Defendant has had a consistent policy of failing to pay Plaintiffs and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all required meal periods were not provided, as required by California state wage and hour laws.

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

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

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

VIII.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE COMPLIANT REST PERIODS PURSUANT TO LABOR CODE § 226.7

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

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

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

67. Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated with paid rest periods and failed to provide all required ten (10) minute rest periods. Specifically, from 2022 through 2024, Plaintiffs and the Proposed Class did not receive the required second rest break. Additionally, during the planting season (approximately three weeks in November), Plaintiffs and the Proposed Class did not receive the second required rest break.

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

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

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

IX.

FOURTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO LABOR CODE § 2802

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

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

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

74. During the relevant time period, Plaintiffs and the Proposed Class members are entitled to reimbursement of all business-related expenses Plaintiffs and the Proposed Class members incurred throughout the duration of their employment. Specifically, Defendant requires Plaintiffs and the Proposed Class members to purchase, at their own expense, all tools and equipment necessary to perform their work duties, including harvest carts (market and cannery), tires for the harvest carts, rings for the cannery, scissors, sharpeners, gloves, planting gloves, and boots, without any reimbursement from Defendant.

75. Additionally, Defendant has failed to reimburse Plaintiffs and the Proposed Class members for vehicle use for business-related purposes. During the planting season, Defendant required Plaintiffs and the Proposed Class members to use their own vehicles to travel between fields, with each trip taking approximately fifteen (15) minutes. Plaintiffs and the Proposed Class members were not reimbursed for their vehicle use, such as gas, for travel between Defendant's fields during the course of a work shift.

76. By failing to provide Plaintiffs and the Proposed Class members with the necessary transportation and tools reimbursement, Defendant has burdened Plaintiffs and the Proposed Class members with the cost of using their own vehicles and purchasing their own tools to perform required work.

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

///

X.

FIFTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

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

79. Labor Code § 226(a) 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) and (9).)

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

81. Plaintiffs and the Proposed 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, including meal/rest period premiums.

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

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

XI.

SIXTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

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

incorporates by reference all previous paragraphs.

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

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

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

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

XII.

SEVENTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

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

90. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq*. The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general

public, and the Proposed Class. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

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

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

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

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

98. Unless restrained, Defendant will continue to engage in the unlawful conduct as

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

VI.

EIGHTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE AGGRIEVED EMPLOYEES

PENALTIES PURUSANT TO LABOR CODE § 2699 ET SEQ.

99. Plaintiffs, on behalf of themselves and the aggrieved employees, reallege and incorporate by reference all previous paragraphs.

100. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs seek penalties under Labor Code § 2699, et seq. use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 233, 245, 246, 510, 512, 1194, 1199, 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

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

102. In addition to the Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 2802 claims alleged in detail above, Plaintiff IGNACIO FELIPE-GARCIA also alleges that Defendants violated Labor Code §§ 233, 245, and 246, as the basis for a PAGA claim on behalf of the aggrieved employees.

103. For at least one (1) year prior to the date of the letter sent to the Labor and Workforce Development Agency and Defendant giving notice of these PAGA claims and continuing to the present, Defendant has violated Labor Code § 233 and the California Healthy

Workplaces Healthy Families Act of 2014 (Labor Code §§ 245 et seq.) by failing to provide employees with paid sick leave. Specifically, Defendant failed to provide Plaintiff IGNACIO FELIPE-GARCIA and the aggrieved employees with accrued paid sick leave and/or failed to compensate them for sick leave taken, in violation of their statutory rights.

104. Defendant's violation of Labor Code §§ 233, 245, and 246 was all done on a regular and consistent basis.

105. Plaintiff IGNACIO FELIPE-GARCIA is an aggrieved employee within the meaning of PAGA and Defendants have violated Labor Code §§ 233, 245, and 246 with respect to Plaintiff IGNACIO FELIPE-GARCIA and the aggrieved employees.

106. As a result of the acts alleged above, Plaintiff IGNACIO FELIPE-GARCIA, on behalf of himself and the aggrieved employees, seeks penalties under Labor Code § 2699, et seq. because of Defendants' violation of Labor Code §§ 233, 245, and 246, for which a civil penalty applies under PAGA.

107. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code § 2699, et seq. because of Defendants' violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 233, 245, 246, 510, 512, 1194, 1199, 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

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

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

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

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

110. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA and mailed a letter by certified mail to Defendants' entity addresses and agent addresses, which are 1389 West Main Street, Santa Maria, CA 93458; and PO Box 456, Santa Maria, CA 93454; as proscribed by the Code on August 6, 2026, describing Defendants' conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 233, 245, 246, 510, 512, 1194, 1199, 2802, (see

Exhibit "1"). Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (see Exhibit "2"). Additionally, Plaintiffs received a signed green return receipt from Defendants, indicating that it received Plaintiffs' letter. (see Exhibit "3").

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

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

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

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

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

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

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

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

7. An award of prejudgment and post judgment interest;

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

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

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

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

12. For penalties under Labor Code §2699, et seq. for Defendants' violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 233, 245, 246, 510, 512, 1194, 1199, 2802;

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

14. An award of attorneys' fees; and

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

DEMAND FOR JURY TRIAL

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

DATED: October 12, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

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

August 6, 2026

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

Red Blossom Farms, Inc.
c/o Agent for Service of Process
Individual
David B. Lawrence
1389 West Main Street
Santa Maria, CA 93458
Via Certified Mailing #9589 0710 5270 3980 0296 17

Red Blossom Farms, Inc.
PO Box 456
Santa Maria, CA 93454
Via Certified Mailing #9589 0710 5270 3980 0296 24

Re: Herminio Lopez Santiago AKA Erminio Lopez Santiago; Oswaldo Isidro Jacinto; Ignacio Felipe-Garcia; Alejandra Dolores Morelos v. Red Blossom Farms, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Herminio Lopez Santiago AKA Erminio Lopez Santiago; Oswaldo Isidro Jacinto; Ignacio Felipe-Garcia; Alejandra Dolores Morelos (collectively, "Plaintiffs") and a proposed group of current and former employees working for RED BLOSSOM FARMS, INC. ("Defendant") in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant's aggrieved employees.

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

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

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

Here, Plaintiffs and the aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the aggrieved employees often worked a sixth consecutive day of work in a workweek, but Defendant did not properly compensate Plaintiffs and the aggrieved employees for all overtime hours worked. For example, during the 2025 season, Plaintiffs and the aggrieved employees were required to work seven (7) consecutive days per week, Monday through Sunday, and Defendant did not ensure that all overtime was properly paid. This resulted in Plaintiffs and the aggrieved employees regularly working in excess of eight hours in one workday and in excess of forty (40) hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

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

With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work approximately ten (10) to thirty (30) minutes prior to Plaintiffs' and the aggrieved employees' scheduled shift and perform work. Specifically, Plaintiffs and the aggrieved employees are required to prepare their tools and/or equipment, such as gloves, harvest carts, scissors,

sharpeners, and rings for the cannery, and to walk from their parked vehicles to the field—a walk that takes approximately eight (8) to ten (10) minutes—and record their attendance, all of which is performed while "off the clock". Additionally, Plaintiffs and the aggrieved employees are often required to wait next to Defendant's fields before they can commence performing their work duties. Further, during inclement weather conditions, Plaintiffs and the aggrieved employees are required to wait approximately thirty (30) minutes until conditions permit them to begin working. This waiting time and work performed prior to the Plaintiffs' and the aggrieved employees' scheduled shift occurs daily and Plaintiffs and the aggrieved employees are not compensated for this wait time or work performed. These activities and time are compensable, but Defendant fails to pay Plaintiffs and the aggrieved employees for this time worked.

Defendant required Plaintiffs and the aggrieved employees to travel between blocks and fields during the workday without compensation. During the harvest season, Plaintiffs and the aggrieved employees walk from block to block approximately three (3) times per week, with each walk taking approximately thirty (30) minutes. Additionally, during the planting season, Plaintiffs and the aggrieved employees are required to drive between fields, with travel taking approximately fifteen (15) minutes per trip. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are Plaintiffs and the aggrieved employees reimbursed for the use of their personal vehicles to perform required work.

With regard to post-shift work, Plaintiffs and the aggrieved employees are consistently required to spend approximately ten (10) minutes after their scheduled shift has ended, finishing a row of remaining crops and lining up to record and drop off their boxes once Plaintiffs and the aggrieved employees finished their work in the row. The foreman or "QC" punches the end of the shift even while workers are still completing their rows. Additionally, at least once per week, Plaintiffs and the aggrieved employees must walk approximately fifteen (15) minutes from the field back to their vehicles after the official end of their shift. This time spent was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not properly compensated for this time worked even though this time is compensable.

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

Defendant fails to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Specifically, approximately once per

month on Fridays, the foreman interrupts the thirty (30) minute meal break to distribute paychecks to the crew. Workers are required to form a line for approximately ten (10) to fifteen (15) minutes during their meal period to receive their paychecks and sign the attendance list confirming receipt, leaving them with a shortened and interrupted meal period. From 2025 to the present, the foreman instead distributes checks at the end of the shift, requiring workers to wait in line for approximately ten (10) to fifteen (15) minutes of uncompensated time. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failing to pay Plaintiffs and the aggrieved employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided.

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

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with paid rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant fails to apprise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Specifically, from 2022 through 2024, Plaintiffs and the aggrieved employees did not receive the second required rest break. Additionally, during the planting season (approximately three weeks in November), Plaintiffs and the aggrieved employees working through FLC San Lucas Ag Service did not receive the second required rest break. In addition, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Plaintiffs and the aggrieved employees are entitled to reimbursement of all business-related expenses Plaintiffs and the aggrieved employees incurred throughout the duration of their employment. Specifically, Defendant requires Plaintiffs and the aggrieved employees to purchase, at their own expense, all tools and equipment necessary to perform their work, including harvest carts (market and cannery), tires for the harvest carts, rings for the cannery, scissors,

sharpeners, gloves, planting gloves, and boots—at a significant cost per season—without any reimbursement from Defendant. Additionally, Defendant has failed to reimburse Plaintiffs and the aggrieved employees for the use of their personal vehicles for business-related purposes. As explained above, Defendant required Plaintiffs and the aggrieved employees to use their own vehicles to travel between fields during the planting season. Plaintiffs and the aggrieved employees were not reimbursed for their vehicle use, including gas, for travel between Defendant's fields during the course of a work shift. By failing to provide Plaintiffs and the aggrieved employees with the necessary transportation and tools reimbursement, Defendant has burdened Plaintiffs and the aggrieved employees with the cost of using their own vehicles and purchasing their own tools to perform required work.

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

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

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

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

Plaintiff Ignacio Felipe-Garcia, and the aggrieved employees, further allege that Defendant has violated Labor Code § 233 and the California Healthy Workplaces Healthy Families Act of 2014 (Labor Code §§ 245 et seq.) by failing to provide employees with paid sick leave. Specifically, Defendant failed to provide Plaintiff and the aggrieved employees with accrued paid sick leave and/or failed to compensate them for sick leave taken, in violation of their statutory rights.

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

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 233, 245, 246, 510, 512, 1194, 1199, 2802, and IWC Wage Order-14 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____
Kelsey M. Szamet

KMS/SB/km

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"

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.

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

Your Email Address * service@kingsleylawyers.c

Your Street Name, Number and Suite/Apt * 16133 Ventura Blvd Ste 1200

Your Mobile Phone Number

Your Work Phone Number 818-990-8300

Your City * Encino

Your State * California

Your Zip/Postal Code * 91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name * Herminio Lopez Santiago AKA Erminio Lopez Santi

Plaintiff/Aggrieved Employee Occupation * non-exempt employee

Plaintiff Information

Remove

Plaintiff/Aggrieved Employee Name * Oswaldo Isidro Jacinto

Plaintiff/Aggrieved Employee Occupation * non-exempt employee

Plaintiff Information

Remove

Plaintiff/Aggrieved Employee Name * Ignacio Felipe-Garcia

Plaintiff/Aggrieved Employee Occupation * non-exempt employee

Plaintiff Information

Remove

Plaintiff/Aggrieved Employee Name *

Alejandra Dolores Morelos

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

Add Additional Plaintiffs

Employer Information

Employer Entity Type *

Corporation

Employer Name *

Red Blossom Farms, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

PO Box 456

Employer City *

Santa Maria

Employer State *

California

Employer Zip/Postal Code *

93454

Employer Industry *

Agriculture

Add additional defendants

- [x] 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 *

Red Blossom Farms, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1389 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
- [x] Minimum Wage
- [x] Overtime
- [x] Not paid for all hours worked
- [x] Not paid wages due on termination
- [ ] Other Unpaid Wages
- [ ] Tips or Gratuities
- [x] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] 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
- [x] 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)
- [x] Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Violation of Labor Code sections 233 and 245 et seq.

Other(Maybe Multiple)

- [ ] Other Violation

PAGA Claim Type – Check All that Apply *

- [x] 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
Kimberly	Madrid	service@kingsleylawye•••	8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1200

Billing City * | **Billing State** * | **Billing Zip/Postal Code** *

Encino | California | 91436

Credit Card Type * | **Credit Card Number** *

[redacted] | [redacted]

CVV Number * | **Credit Card Expiration Month** * | **Credit Card Expiration Year** *

[redacted] | [redacted] mm | [redacted] yyyy

Please enter a number (without decimals).

Other PAGA Notices

Search for PAGA Case number

☑ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

○ No, there are no other PAGA claims against the employer(s) named in my New PAGA Claim Notice.

◉ Yes, other PAGA claims are listed on the website, or I am aware of other PAGA claims against the employer(s) named in my New PAGA Claim Notice.

PAGA Notices

LWDA case number(s) of other PAGA Notices: LWDA-CM : 271979-17

Name of Plaintiff

Antonio Hernandez

Add Additional Notices

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File | LWDA Letter ...d Blossom.pdf

Do not attach any documents to the Notice.

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

Choose File | No file chosen

Add Another Attachment

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.**

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

Copyright © 2025 State of California

I'm not a robot reCAPTCHA

reCAPTCHA helps prevent automated form spam.

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
To: Service
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, August 6, 2026 1:45:09 PM

External Email!

8/6/2026

LWDA Case No. LWDA-CM-1195897-26
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Herminio Lopez Santiago AKA Erminio Lopez Santiago, Oswaldo Isidro Jacinto, Ignacio Felipe-Garcia, Alejandra Dolores Morelos
Employer: Red Blossom Farms, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

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

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Service
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Thursday, August 6, 2026 1:45:49 PM

External Email!

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1195897-26
Submission Type: PAGA Notice
Order Number: ORD-000367600
Total:$75.00
Card Type:
Date: 8/6/2026

Billing Information
Name: Kimberly Madrid
Email: service@kingsleylawyers.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:

Red Blossom Farms, Inc.
c/o Agent for Service of Process
Individual
David B. Lawrence
1389 West Main Street
Santa Maria, CA 93458

9590 9402 0025 6058 0168 78

2. Article Number *(Transfer from service label)*

9589 0710 5270 3980 0296 17

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

8/10/24

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☒ No

SANTA MARIA CA 93454
AUG 10 2026

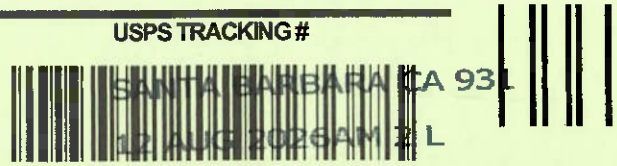
3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
)0)

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

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

USPS TRACKING #



9590 9402 0025 6058 0168 78

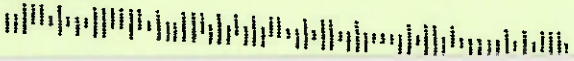
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

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

KINGSLEY SZAMET
Employment Lawyers
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

Red Blossom – PAGA Letter 8.6.26





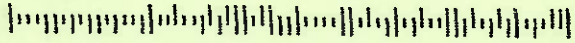
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

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

KINGSLEY SZAMET
Employment Lawyers
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

Red Blossom – PAGA Letter 8.6.26



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:

Red Blossom Farms, Inc.
PO Box 456
Santa Maria, CA 93454

9590 9402 0025 6058 0168 61

2. Article Number *(Transfer from service label)*

9589 0710 5270 3980 0296 24

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Linda Chang

☒ Agent
☐ Addressee

B. Received by *(Printed Name)*

Linda Chang

C. Date of Delivery

08/19/24

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

SANTA MARIA, CA 93454
AUG 19 2026
USPS

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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