

1 Dawson Morton
 Cal. SBN 320811
 2 Santos Gomez
 Cal. SBN 172741
 3 Maria Esmeralda Vizzusi,
 Cal. SBN 289908
 4 LAW OFFICES OF SANTOS GOMEZ
 1003 Freedom Boulevard
 5 Watsonville, CA 95076
 Ph: 831-228-1560
 6 Fax: 831-228-1542
dawson@lawofficesofsantosgomez.com
santos@lawofficesofsantosgomez.com
esmeralda@lawofficesofsantosgomez.com

8 ATTORNEYS FOR PLAINTIFFS

9
 10 IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

11	RAUL MAGANA-MUNOZ and JOSE)	
12	SANTIAGO HERRERA-VERA, others similarly)	CIVIL ACT. NO.: 5:20-cv-2087-EJD
13	situated,)	
14	Plaintiffs,)	
15	vs.)	AMENDED COMPLAINT
16	WEST COAST BERRY FARMS, LLC,)	RULE 23 CLASS
17	RANCHO NUEVO HARVESTING, INC., and)	JURY TRIAL DEMANDED
18	RANCHO HARVEST, INC.,)	
19	Defendants.)	

-
- 21 1. Plaintiffs are temporary farmworkers employed by Defendants in the harvest of strawberries
 22 and other crops.
- 23 2. Plaintiffs file this amended complaint to add related party, Rancho Harvest, Inc., as a
 24 Defendant. Plaintiffs continue to assert their right to pay for all hours of work, reimbursement of
 25 their necessary expenses, overtime under California law, pay for nonproductive time, meal and rest
 26 break wage premiums, and breach of contract.
- 27 3. Plaintiffs were compensated on a piece rate and hourly basis but Defendants excluded from
 28 compensation significant periods of time including morning and evening waiting and transportation

1 time. Defendants practices underreported the number of hours that Plaintiffs worked resulting in
2 unpaid minimum and overtime wages.

3 II. JURISDICTION AND VENUE

4 4. This Court has jurisdiction of this action pursuant to:

- 5 a. 28 U.S.C. § 1331 (Federal Question);
- 6 b. 29 U.S.C. § 1337 (Interstate Commerce);
- 7 c. 29 U.S.C. § 1854(a) (Agricultural Worker Protection Act); and
- 8 d. 28 U.S.C. § 1367 (Supplemental).

9 5. This Court has supplemental jurisdiction over the state law claims because they are so
10 related to Plaintiffs' federal claims that they form part of the same case or controversy under Article
11 III, Section 2 of the U.S. Constitution.

12 6. **Intradistrict Assignment.** Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)
13 and N.D. Ca. Local Rule 3.2 because a substantial part of the claims arose in the Northern District
14 of California and because the Defendants do business in Monterey County.

15 **PARTIES**

16 7. Plaintiff Raul Magana-Munoz worked for Defendants in the 2018 season.

17 8. Plaintiff Jose Santiago Herrera-Vera worked for Defendants in the 2018 season.

18 9. Plaintiffs FLSA consent forms are attached as Exhibit A to the original Complaint.

19 10. Plaintiffs and others similarly-situated were H-2A agricultural guest workers admitted into
20 the United States to work under the auspices of the H-2A program, 8 U.S.C. § 1188 and 20 C.F.R.
21 §§ 655.0-655.185.

22 11. Defendant Rancho Nuevo Harvesting, Inc. is a California corporation.

23 12. Defendant Rancho Nuevo Harvesting is a farm labor contractor licensed by the State of
24 California with license number FLC000231183 and by the U.S. Department of Labor with license
25 number C-09-575546-J-21-R.

26 13. Defendant Rancho Nuevo Harvesting is not licensed by the U.S. Department of Labor to
27 transport or house agricultural workers.

28

1 14. Defendant Rancho Nuevo Harvesting has a principal place of business of 1225 La Brea Ave,
2 Santa Maria, California.

3 15. Defendant Rancho Nuevo Harvesting may be served with process through its registered
4 agent, Jessica Manriquez.

5 16. Jessica Manriquez also serves as Defendant Rancho Nuevo Harvesting's Chief Executive
6 Officer, Secretary and Chief Financial Officer.

7 17. Defendant Rancho Nuevo Harvesting hires, employs and furnishes migrant and seasonal
8 agricultural workers for a fee and is a farm labor contractor as defined by 29 U.S.C. § 1802(7) under
9 the federal Agricultural Worker Protection Act and by California law at Cal. Labor Code 2810.3.

10 18. Defendant Rancho Harvest is a California corporation.

11 19. Defendant Rancho Harvest is a farm labor contractor licensed by the state of California with
12 license number FLC000171667.

13 20. Defendant Rancho Harvest is also licensed by the U.S. Department of Labor with license
14 number C-09-231562-K-22-R.

15 21. Defendant Rancho Harvest has a principal place of business of 1225 La Brea Ave, Santa
16 Maria, California. This location is also used as Defendant Rancho Nuevo Harvesting's principal
17 place of business.

18 22. Defendants Rancho Harvest and Rancho Nuevo Harvesting also use the same business
19 telephone number for their shared office, 805-331-4012.

20 23. Upon information and belief, Defendant Rancho Harvest share the same office staff, same
21 payroll system and have shared financial and lending arrangements.

22 24. Defendant Rancho Harvest may be served with process through its registered agent, Jesus
23 Manriquez.

24 25. Jesus Manriquez is also Defendant Rancho Harvest's President and Secretary.

25 26. Jesus Manriquez is the father of Jessica Manriquez who is the registered agent and holds all
26 corporate officer positions for Defendant Rancho Nuevo Harvesting.

27 27. Defendant Rancho Nuevo Harvesting and Rancho Harvest share common control through
28 members of the Manriquez family.

1 28. Upon information and belief, Defendants Rancho Harvest and Rancho Nuevo Harvesting
2 operate in concert, sharing staff, business leads, computer systems and financing.

3 29. Upon information and belief, Defendants Rancho Harvest and Rancho Nuevo Harvesting
4 effectively operate as one enterprise.

5 30. Defendant West Coast Berry Farm, LLC is a grower, packer and shipper of agricultural
6 products.

7 31. Defendant West Coast Berry Farm contracted Defendant Rancho Nuevo Harvesting to
8 provide labor for its crops.

9 32. Defendant West Coast Berry Farm, LLC is a limited liability corporation formed in
10 California with a principal place of business at 4324 E. Vineyard Ave, Oxnard, California.

11 33. Defendant West Coast Berry may be served with process through its registered agent Robert
12 B. Jones, 4324 E. Vineyard Ave, Oxnard, California.

13 34. Defendant West Coast Berry's supervisor was present, at times, supervising Plaintiffs and
14 others similarly situated and had the power to direct that work stop, that work change location or
15 that other correction or changes be made to work conditions.

16 35. Defendants West Coast Berry and Rancho Nuevo Harvesting had over \$500,000 in annual
17 sales during the applicable time period.

18 36. Defendant Rancho Harvest also had well in excess of \$500,000 in annual sales during the
19 applicable time period.

20 37. Based on the business arrangement between Defendant West Coast Berry Farm and
21 Defendant Rancho Nuevo Harvesting, Defendant West Coast Berry Farms was a client employer
22 under California law.

23 **THE H-2A PROGRAM**

24 38. The H-2A program was created by 8 U.S.C. § 1188 and is implemented pursuant to the
25 regulations found at 20 C.F.R. §§ 655.0-655.185. An agricultural employer in the United States may
26 import H-2A workers if the United States Department of Labor ("U.S. DOL") certifies that (1) there
27 are not enough U.S. workers to perform the job and (2) the employment of H-2A workers will not
28

1 adversely affect the wages and working conditions of U.S. workers who are similarly employed. 8
2 U.S.C. § 1101(a)(15)(H)(ii)(a); 8 U.S.C. § 1188(a)(1).

3 39. Employers must file a temporary labor certification application with the U.S. DOL's
4 Employment and Training Administration. 20 C.F.R. § 655.130 (2010). The application has to
5 include a job offer, known as a "job order," that complies with the requirements of 20 C.F.R. §
6 655.122. The job order contains the terms to be offered to both foreign H-2A workers and domestic
7 workers throughout the United States. *See* 20 C.F.R. § 655.121(a)(2).

8 40. The terms and conditions of the job orders, together with the requirements of 20 C.F.R. part
9 655, constituted employment contracts for Plaintiffs, Opt-in Plaintiffs, and others similarly situated.
10 20 C.F.R. § 655.103(b) (definition of "work contract").

11 41. The H-2A employment contracts at issue here incorporate a regulatory definition of
12 employer found at 20 C.F.R. § 655.103(b) and contained the promise to "comply with applicable
13 Federal, State and local law and regulations." 20 C.F.R. § 655.135(e).

14 42. In 2018, Defendant Rancho Nuevo Harvesting submitted job orders to the U.S. DOL. The
15 2018 job orders, under which Plaintiffs worked, are attached as Exhibits B, C and D to this
16 Complaint.

17 43. The job orders were signed by Jessica Manriquez.

18 44. In the employment contracts, the Defendants promised that each worker would earn at least
19 the AEW [Adverse Effect Wage Rate], the prevailing hourly or piece rate wage, or the federal or
20 state minimum wage, whichever is higher, for all hours worked in the payroll period. Exhibit B at
21 *26, Addendum to the ETA 790 form ("Item 17: Wage Rates, Special Pay Information, and
22 Deductions"). The employment contracts also promised overtime and expressly stated that "The
23 Employer abides by California Wage Order 14[.]" Ex. B at * 27 (page 19 of Addendum).

24 45. The employment contracts promised to pay the applicable AEW, which was \$13.18 in
25 2018 and \$13.92 in 2019. 82 Fed. Reg. 60628 (Dec. 21, 2017); 83. Fed. Reg. 66306 (Dec. 26,
26 2018); Ex. B at page 18 of addendum.

27 46. The employment contracts also state that the Defendant Rancho Nuevo Harvesting will
28 provide daily transportation to their H-2A workers between the employer-provided housing and the

1 worksite at no cost to the worker, as required by 29 C.F.R. § 655.122(h)(3). Exhibit B at 4 (Item
2 19).

3 47. Finally, by participating in the H-2A program and importing workers from abroad, the
4 Defendants are bound to abide by the wage and payroll requirements, including those at 20 C.F.R.
5 §§ 655.120(a), 655.122(a), 655.122(c), 655.122(j), 655.122(k), 655.122(l), and 655.103(b).

6 48. Upon information and belief, as part of their petition to import foreign workers, Defendants
7 Rancho Nuevo Harvesting and West Coast Berry Farms entered into a contract for Rancho Nuevo
8 Harvesting to act as a labor contractor for Grower West Coast Berry Farms.

9 49. Upon information and belief, Defendant West Coast Berry Farms directed when and where
10 fields were to be harvested and sent its supervisors to review the harvest work.

11 50. Defendant West Coast Berry Farms controlled what benefits were provided to Plaintiffs and
12 the H-2A class based on what items Defendant West Coast Berry elected to pay. Plaintiffs and the
13 H-2A worker class were economically dependent on Defendant West Coast Berry Farms.

14 ALLEGATIONS OF CLASS REPRESENTATIVE

15 51. Plaintiffs were recruited in and around portions of the state of Michoacan, Mexico.

16 52. Plaintiffs were informed of positions harvesting strawberries in the United States and that
17 they would need to obtain passports.

18 53. For recruitment, Defendants used an agent in Mexico, Hilda Herrera Miranda based in San
19 Luis, Sonora, Mexico.

20 54. Defendants' agent communicated and arranged Plaintiffs' recruitment to come from the state
21 of Michoacan, Mexico to work in California.

22 55. Plaintiffs travelled to purchase passports at an approximate cost of 1,550 Mexican pesos.

23 56. Plaintiffs also paid the cost of their travel to obtain passports.

24 57. Plaintiffs were transported by bus arranged by Defendants from Michoacan to Tijuana, Baja
25 California.

26 58. Plaintiffs incurred subsistence expenses on the bus trip from Michoacan to Tijuana.

27 59. In Tijuana, Plaintiffs met Defendants' recruiter and paid in excess of 3000 Mexican pesos in
28 cash for the H-2A visa fee.

1 60. Plaintiffs waited multiple days in Tijuana for the process of fingerprinting, consular
2 interviews and awaiting their visas.

3 61. After receiving their visas, Plaintiffs travelled from Tijuana to Ventura, California in bus
4 transportation arranged by Defendants.

5 62. Plaintiffs overall trip from their homes in Michoacan to Defendants work sites in Ventura,
6 California, took in excess of four days.

7 63. The costs detailed above were necessary to Plaintiffs' and others similarly situated
8 employment by Defendants.

9 64. Defendants only reimbursed the \$190 visa expense to Plaintiffs.

10 65. Defendants failed to reimburse Plaintiffs and others similarly situated for their passport,
11 additional travel and subsistence expenses incurred as necessary expenses in coming to work for
12 Defendants.

13 66. Plaintiffs' first work week with Defendants included less than one hour of pay and was
14 insufficient to cover the expenses Plaintiffs had incurred in coming to work for Defendants.

15 67. Plaintiffs were housed, initially in Ventura, in housing selected by Defendants.

16 68. Plaintiffs were transported to Defendants work sites in vehicles operated by Defendant
17 Rancho Nuevo Harvesting and Plaintiffs were required to use the transportation as a condition of
18 their employment.

19 69. Defendants had a daily work schedule that transported Plaintiffs to the work sites well in
20 advance of the start of their shifts.

21 70. Plaintiffs spent time, prior to the start of their shifts, awaiting assignment in Defendants'
22 field locations.

23 71. Typically, Plaintiffs shifts began at 7 am.

24 72. Plaintiffs were transported by Defendants to arrive at the work site well in advance of the 7
25 a.m. start time.

26 73. The time Plaintiffs, and other crew members, spent being transported and the time spent
27 engaged to wait in the field before being allowed to start to work were not recorded or compensated
28 by Defendants.

1 74. Defendant Rancho Nuevo Harvesting supervisors requested that Plaintiffs and others
2 similarly situated perform pre-shift exercises.

3 75. The time Plaintiffs and others similarly situated spent performing the pre-shift exercises was
4 not recorded or compensated by Defendants.

5 76. Specifically, Defendants failed to record the field arrival time and the start of work of
6 Plaintiffs and members of the Class that occurred prior to the scheduled shift start times.

7 77. As a result of their practice of failing to record all hours worked, Defendants, without
8 justification, did not pay wages in keeping with California wage statutes and paid wages below
9 those required by California law and the parties employment contract.

10 78. Plaintiffs and others similarly situated regularly worked for a piece rate based on the units of
11 production with an understanding that all nonproductive time would be paid separately.

12 79. Defendants were obligated to compensate Plaintiffs nonproductive time at the higher of
13 Plaintiffs' hourly rate or Plaintiffs' average hourly piece-rate earnings.

14 80. Defendants failed to compensate Plaintiffs' nonproductive time at the higher rate and paid
15 nonproductive time at only the contractual AEWHR hourly rate.

16 81. Defendants provided rest periods at 8:30 a.m. and 2:30 p.m.

17 82. Defendants provided a thirty-minute lunch meal period at 11:30 a.m.

18 83. Defendants automatically deducted thirty minutes from the daily hour totals of Plaintiffs and
19 members of the Class for this meal period.

20 84. Plaintiffs and other workers similarly situated had to exit the field to take their meal period
21 and because of the time to exit and return to their work location, Plaintiffs were not allowed a thirty-
22 minute meal period in which they were fully relieved of their duties.

23 85. Plaintiffs, and other workers similarly situated, did not receive a meal period before the start
24 of their fifth hour of work after inclusion of the unrecorded time at the beginning of the work day.

25 86. Time spent off-the-clock by Plaintiffs and members of the Class before the scheduled start of
26 their shifts, during their thirty-minute unpaid meal periods, and after the scheduled end of their shifts,
27 constitutes hours worked that has gone and continues to go unpaid by Defendants.

28 87. Defendants scheduled Plaintiffs initially to work in the Ventura/Oxnard area of California.

1 88. When Defendants completed their work in the Ventura/Oxnard area, Defendants transported
2 Plaintiffs and other workers, by bus, to a new job site in the Salinas area of Monterey County.

3 89. The transportation of Plaintiffs occurred during the day and, in part, during normal working
4 hours.

5 90. The transportation of Plaintiffs and other workers from the Ventura/Oxnard job sites to the
6 Monterey/Watsonville job sites was compensable time.

7 91. Defendants did not pay Plaintiffs any compensation for their travel time to the
8 Monterey/Watsonville area.

9 92. Upon information and belief, Defendants engaged in additional work day transportation
10 between work sites of others similarly situated without compensation.

11 93. At all times relevant to this action, Defendants knew, should have known, or otherwise showed
12 willful and reckless disregard for the requirement that Plaintiffs and members of the Class were
13 entitled to receive all meal periods or payment of one additional hour of pay at the regular rate of pay
14 when a meal period was missed, late, or incomplete.

15 94. At all times relevant to this action, Plaintiffs and members of the Class were not paid meal
16 period premium wages for each late, short or missed meal period.

17 95. On information and belief, Defendants knew, should have known, or otherwise showed willful
18 and reckless disregard for the requirement that Plaintiffs and members of the Class were entitled to
19 receive all rest periods or payment of one additional hour of pay at the regular rate of pay when a rest
20 period was missed or incomplete, and that they did not receive payment of one additional hour of pay
21 at the regular rate of pay when a rest period was missed or incomplete.

22 96. Plaintiffs and members of the Class regularly worked in excess of 3.5 hours in a day without
23 being provided an off duty and uninterrupted ten (10) minute rest period, and regularly worked more
24 than six (6) hours in a day without a second uninterrupted ten (10) minute rest period.

25 97. Defendants did not pay Plaintiffs and other workers similarly situated rest period premium
26 wages for each late, short or missed rest periods.

27
28

1 98. The wage and time recording violations also caused minimum and overtime violations as
2 Defendants failed to accurately record all compensable hours worked underreporting Plaintiffs'
3 work hours and thereby underreporting and underpaying minimum and overtime wages.

4 99. At the conclusion of Plaintiffs and other workers similarly situated employment, Defendants
5 failed to provide or pay for return transportation to the place from which the workers had come to
6 work for the employer.

7 100. Defendants were contractually obligated to pay such return transportation.

8 101. Transportation for returning Plaintiffs to the place from which they had come was for the
9 benefit of the employer as it was the contractual obligation of the employer.

10 102. Defendants provided Plaintiffs and others similarly situated \$90 dollars to use to cover their
11 return trip expenses.

12 103. The amount Defendants provides was less than half of Plaintiffs' actual cost to return to
13 their homes in Mexico and failed to cover even the cost of common carrier transportation, let alone
14 Plaintiffs' subsistence expenses.

15 **CLIENT EMPLOYERS**

16 104. Defendant West Coast Berry Farms, LLC is a California limited liability company, engaged
17 in the business of growing, harvesting, processing, cooling and marketing agricultural products
18 including specifically fresh market berries.

19 105. Defendant Rancho Nuevo Harvesting, Inc. is a farm labor contractor registered with the state
20 and federal governments.

21 106. Defendant Rancho Nuevo Harvesting listed West Coast Berry Farms, LLC on the paystubs
22 provided to Plaintiffs and others similarly situated.

23 107. **West Coast Berry Farms is a client employer.** On information and belief, Defendant West
24 Coast Berry Farms owns, leases or controls agricultural property in and around Monterey and
25 Ventura County, California.

26 108. Defendant Rancho Nuevo Harvesting served as a labor contractor for Defendant West Coast
27 Berry in that it supplied Defendant West Coast Berry with workers as part of the usual course of
28

1 business to provide agricultural labor in connection with the production of strawberries and/or other
2 agricultural crops for Defendant West Coast Berry.

3 109. At all times relevant to Plaintiffs' claims, Defendant West Coast Berry had a workforce of at
4 least 25 workers, including workers supplied by Defendant Rancho Nuevo Harvesting.

5 110. Based on the arrangements between Defendants, Defendant West Coast Berry was
6 Plaintiffs' client employer under California Labor Code § 2810.3 with respect to all hours worked.
7 As such, Defendant West Coast Berry is liable to Plaintiffs and others similarly situated for all
8 unpaid wages to the same extent as Defendant Rancho Nuevo Harvesting.

9 **111. Defendant West Coast Berry Farms is a joint employer.** Through the relationship
10 described in paragraphs 104 through 110, Defendant West Coast Berry had the power to control
11 Plaintiffs' work.

12 112. The hand-harvesting work Plaintiffs performed was an integral step in Defendant West
13 Coast Berry's overall business of producing and selling strawberries and other agricultural products.

14 113. Upon information and belief, Plaintiffs and other workers similarly situated performed their
15 work on land controlled by Defendant West Coast Berry directly or through its officers and agents.

16 114. The working relationship between Plaintiffs and other similarly situated workers and
17 Defendant West Coast Berry was present throughout the duration of their seasonal employment.

18 115. Defendant Rancho Nuevo Harvesting listed Defendant West Coast Berry, or an acronym,
19 WCB, as the grower for most work on Plaintiffs' paystubs and those of others similarly situated.

20 116. Defendant West Coast Berry employed drivers, supervisors and other harvest employees
21 who worked directly with Plaintiffs and others similarly situated in the harvest of Defendant West
22 Coast Berry's crop.

23 117. Defendant West Coast Berry controlled property upon which Plaintiffs labored, and
24 provided investment capital, which as a matter of economic reality, Plaintiffs and the class of other
25 workers similarly situated were economically dependent on Defendant West Coast Berry.

26 118. For each action taken by Defendant Rancho Nuevo Harvesting in furtherance of their
27 business arrangement with Defendant West Coast Berry—including, *inter alia*, recruiting, hiring,
28

1 supervising, and paying workers, Defendant Rancho Nuevo Harvesting acted as an agent of
2 Defendant West Coast Berry.

3 119. Those actions not expressly authorized by Defendant West Coast Berry were ratified by
4 Defendant West Coast Berry's acceptance of Defendant Rancho Nuevo Harvesting's continued
5 supervision and recruitment of workers for Defendant West Coast Berry.

6 120. **Defendant Rancho Harvest is a joint employer.** Rancho Nuevo Harvesting is dependent,
7 as a matter of economic reality, on Rancho Harvest.

8 121. Upon information and belief, Defendant Rancho Harvest used its business connections to
9 finance Defendant Rancho Nuevo Harvesting.

10 122. Plaintiffs and other workers similarly situated were economically dependent on Rancho
11 Harvest as a matter of economic reality because the financing arranged provided for Rancho Nuevo
12 Harvesting's continued operation.

13 123. Upon information and belief, Defendants Rancho Harvest and Rancho Nuevo Harvesting
14 effectively treat each other as one joint business, sharing staff, computers, and offices. In so doing,
15 Defendant Rancho Nuevo Harvesting operated in the interest of Defendant Rancho Harvest and that
16 the two entities had shared control through members of the Manriquez family.

17 124. Defendants Rancho Harvest and Rancho Nuevo Harvesting use the same payroll system and
18 code which company pays the payroll using a "Department ID" code within the payroll computer
19 system.

20 125. Defendant Rancho Harvest and Rancho Nuevo Harvesting were "co-borrowers" of \$4
21 million dollars from a client of Defendant Rancho Harvest which created significant economic
22 dependence of Rancho Nuevo upon Rancho Harvest.

23 126. Upon information and belief, Defendant Rancho Nuevo Harvesting acted as an agent for
24 Defendant Rancho Harvest and Defendant Rancho Harvest was an undisclosed principal of
25 Defendant Rancho Nuevo Harvesting's contractual arrangements.

26 **CLASS ACTION ALLEGATIONS**

27 127. **Proposed Class.** Plaintiffs brings this action pursuant to Rule 23 of the Federal Rules of
28 Civil Procedure on behalf of the following Class:

1 128. All workers employed by Defendants at work sites in California pursuant to the terms of an
2 H-2A job order or alongside workers employed pursuant to an H-2A job order and compensated, in
3 part, on a piece rate basis.

4 129. There is a well-defined community of interest in the litigation and the class is ascertainable:

5 130. **Numerosity:** The Plaintiff Class is numerous such that the individual joinder of all members
6 is impractical. While the exact number of class members is unknown to Plaintiffs at this time,
7 Plaintiffs believe that the class consists of more than 200 individual employees. The names and
8 addresses of the Class Members are available from Defendants. Notice can be provided to the Class
9 Members via mail, Facebook, WhatsApp, radio and postings using techniques and a form of notice
10 similar to those customarily used in agricultural class action lawsuits of this nature.

11 131. **Typicality:** Plaintiffs' claims are typical of the claims of each class member that they seek
12 to represent in that they arise from Defendants' failure to conform their wage and hour practices to
13 the requirements of the federal minimum wage, the H-2A contract, and the California Labor Code
14 and the applicable California Wage Order, resulting in injury to Plaintiffs and the other putative
15 class members.

16 132. **Common Questions Predominate:** The questions raised by this Complaint are of common
17 or general interest to the members of the Plaintiff Class, who have a well-defined community of
18 interest in the questions of law and fact raised in this action. Common questions of law and fact
19 exist as to all members of the Plaintiff Class and predominate over any questions that affect only
20 individual members of the Class. The common questions of law and fact applicable to both classes
21 include, but are not limited to:

- 22 a. Whether the Defendants failed to reimburse Plaintiffs and others similarly situated
23 for expenses necessarily incurred for Defendants' benefit and/or which were
24 Defendants' contractual obligation;
- 25 b. Whether Defendants' pay practices, including those of failing to record compensable
26 exercise, pre-shift work tasks, and wait time, conform to the requirements of the
27 California Labor Code, Wage Order 14, and the applicable employment contracts;
- 28

- 1 c. Whether the Defendants failed to pay the wages promised in the employment
- 2 contracts for all hours worked, as required by California Industrial Welfare
- 3 Commission Wage Order 14, and California employment statutes;
- 4 d. Whether the Defendants failed to record and compensate the Plaintiff Class for all
- 5 hours of work, and thus, failing to pay them minimum wage as required by
- 6 California Labor Code §§ 1182.11-1182.13, and 1197, and Wage Order 14;
- 7 e. Whether the Defendants failed to pay all members of the Plaintiff Class their full
- 8 wages when due in violation of California Labor Code § 201;
- 9 f. Whether, through the unlawful conduct herein alleged, the Defendants violated Cal.
- 10 Business and Professions Code § 17200 et seq.;
- 11 g. Whether the Defendants are liable as joint employers for the actions perpetrated
- 12 against the Plaintiff Class;
- 13 h. Whether Defendant West Coast Berry Farms is liable under Labor Code § 2810.3 for
- 14 the Plaintiff Class' unpaid wages to the same extent as Defendant Rancho Nuevo
- 15 Harvesting;
- 16 i. What relief is necessary to remedy Defendants' unfair and unlawful conduct as
- 17 herein alleged; and,
- 18 j. Other common questions of law and fact.

19 133. **Adequacy of Plaintiffs as Class Representatives.** Plaintiffs Magana-Munoz and Herrera-
20 Vera, can adequately and fairly represent the interests of the Plaintiff Class as defined above
21 because their individual interests are consistent with, not antagonistic to, the interests of the class.
22 Further, Plaintiffs have no actual or potential conflict with any member of the class.

23 134. **Adequacy of Counsel for the Class.** Counsel for Plaintiffs possess the requisite resources
24 and ability to prosecute this case as a class action and are experienced labor and employment
25 attorneys who have successfully litigated other class action cases involving similar issues.

26 135. **Propriety of Class Action Mechanism.** Class certification is appropriate under Rule
27 23(b)(3) because common questions of law and fact predominate over any questions affecting only
28 individual members of each Class. Defendants have implemented a scheme that is generally

1 applicable to the Plaintiff Class, making it appropriate to issue relief, including injunctive relief and
2 corresponding declaratory relief with respect to the Plaintiff Class. In particular, the violations of
3 law perpetrated against all Class Members in this case revolve around the application and
4 interpretation of the AWPA working arrangement, AWPA disclosure, and AWPA and state
5 paystubs and wage payment violations. Similarly, the Defendants' liability as joint employers is
6 based on actions taken with regard to the Plaintiff Class as a whole. The relationship between
7 Defendant Growers Express and the Plaintiff Class is also common to members of the class.

8 136. The Plaintiff Class has been injured and is entitled to recover from Defendants for wrongful
9 conduct and injuries. Class treatment will allow those similarly-situated persons to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial system.
11 Further, the prosecution of separate actions against Defendants by individual class members would
12 create a risk of inconsistent or varying adjudications that would establish incompatible standards of
13 conduct for Defendants. For all these and other reasons, a class action is superior to other available
14 methods for the fair and efficient adjudication of the controversy set forth in this Complaint.

15 **CLAIMS FOR RELIEF**

16 **FIRST CLAIM FOR RELIEF – FAIR LABOR STANDARDS ACT**

17 Violation of the Minimum Wage Provisions of the FLSA

18 (29 U.S.C. §§ 216(b))

19 137. Plaintiffs incorporate paragraphs 7-126, and 127-136 of this Complaint by reference as though
20 fully set forth herein.

21 138. As detailed above, Defendants failed to pay Plaintiffs and others similarly situated at least
22 the required average minimum hourly wage for every compensable hour of labor performed in a
23 workweek, as required by 29 U.S.C. § 206(a).

24 139. The violations of the FLSA resulted, in part, from Defendants' failure to reimburse expenses
25 as detailed in paragraphs 51 through 66 above, which Plaintiffs and others similarly situated
26 incurred primarily for the benefit or convenience of Defendants prior to their first week of work or
27 after their last week of work as detailed in paragraphs 99 to 103. When these expenses were
28 subtracted from the Plaintiffs' and Opt-in Plaintiffs' first week's pay and/or last week's pay, as

1 required by law, their earnings fell well below the required average minimum hourly wage for that
2 pay period.

3 140. The violations of the FLSA resulted, in part, from Defendants' failure to compensate
4 Plaintiffs and others similarly situated for travel time incurred and required by Defendants in
5 relocating Plaintiffs and other workers, by bus to field in the Monterey County area as further
6 detailed in paragraphs 87 through 91.

7 141. Defendants' violations set out in this Count were willful within the meaning of FLSA as
8 Defendants had knowledge of their FLSA obligations, including being informed by the U.S.
9 Department of Labor, and yet still failed to comply with their FLSA obligations.

10 142. Pursuant to 29 U.S.C. § 216(b), as a result of Defendants' violations of the FLSA set forth in
11 this Count, Plaintiffs and the Opt-in Plaintiffs are entitled to recover the amount of their unpaid
12 wages and an equal amount as liquidated damages for each workweek in which they were suffered
13 or permitted to work at Defendants' operations and during which they earned less than the
14 applicable minimum wage.

15 143. Plaintiffs and the Opt-in Plaintiffs also seek, and are entitled to, reasonable attorneys' fees
16 incurred by their counsel and costs of Court pursuant to 29 U.S.C. § 216(b).

17 **SECOND CLAIM FOR RELIEF – CALIFORNIA MINIMUM WAGE**

18 144. Plaintiffs incorporate paragraphs 7-126, and 127-136 of this Complaint by reference as though
19 fully set forth herein.

20 145. Pursuant to Rule 23(b)(3), Plaintiffs bring this as a class claim and allege that Defendants'
21 actions violated their rights and the rights of other similarly situated individuals to receive the
22 minimum wage required by California Law.

23 146. As described above in paragraph 68 through 77, Defendants did not record portions of
24 Plaintiffs' and class members' work day including compensable pre and post shift work, exercise
25 and waiting time.

26 147. The hours, referenced above, were worked without additional payment. Consequently, those
27 hours were completely uncompensated in violation of California's minimum wage laws. Cal. Labor
28 Code §§ 1182.11-1182.13, 1194, and 1197.

1 148. As a result of Defendants' failure to comply with the aforementioned portions of the
2 California Labor Code and Wage Order 14, Plaintiffs and members of the Plaintiff Class have been
3 deprived of wages due them in amounts to be proven at trial, and are also owed liquidated damages
4 for violations of their right to a minimum wage.

5 149. Pursuant to Cal. Labor Code § 1194(a), Plaintiffs seek to recover the unpaid balance for all
6 uncompensated hours, and reasonable attorneys' fees and costs. Pursuant to Cal. Labor § 1194.2,
7 Plaintiffs also seek to recover liquidated damages.

8 150. Pursuant to Cal. Lab. Code § 2810.3, Plaintiffs and the Plaintiff Class are entitled to recover
9 from the Defendant West Coast Berry Farms for this Second Claim for Relief as further detailed in
10 paragraphs 104 through 110.

11 **THIRD CLAIM FOR RELIEF**

12 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CALIFORNIA LABOR**

13 **CODE § 1194 and WAGE ORDER 14**

14 151. Plaintiff incorporates the allegations in paragraphs 7 to 136.

15 152. Plaintiffs brings this claim pursuant to California Labor Code § 1194 on behalf of
16 themselves and a class of other workers, pursuant to Federal Rule 23(b)(3), and alleges that
17 Defendants have violated California Industrial Welfare Commission Wage Order 14 by failing to
18 accurately record and pay overtime wages for work performed.

19 153. Defendants failed to pay Plaintiffs and the Plaintiff Class overtime wages in the amount of
20 one and a half times the regular rate for all hours worked in each workday in excess of ten (10)
21 hours for the seasons prior to 2019, in excess of nine and a half (9.5) hours for the 2019 season, and
22 in excess of nine (9) hours for the 2020 season, and/or failed to pay overtime based on weekly hours
23 of sixty (60) prior to 2019, fifty-five (55) hours in the 2019 season, and fifty (50) hours in the 2020
24 season in a workweek as required by California Labor Code § 1194 and Wage Order 14.

25 154. Specifically, Defendants failed to accurately record and compensate their field laborers for
26 all compensable hours, including pre and post shift activities, waiting time, nonproductive time, and
27 transportation time as detailed in paragraphs 68 through 76 and 79 through 91.

28

1 155. Plaintiffs and a class of others similarly situated did not receive premium pay for all
2 overtime hours worked as a result of the underreporting of hours.

3 156. As a direct and proximate result of the acts and/or omissions of the Defendants, Plaintiffs
4 and the class have been deprived of overtime wages due and are entitled to recover their unpaid
5 wages.

6 157. Plaintiffs and the class seek the relief described below, including damages in the amount
7 equal to unpaid overtime hours (at the premium rate), pre- and post-judgment interest and attorney's
8 fees and costs pursuant to Cal. Labor Code § 1194.

9 158. Pursuant to Cal. Lab. Code § 2810.3, Plaintiffs and the Plaintiff Class are entitled to recover
10 from the Defendant West Coast Berry Farms for their Third Claim for Relief as further detailed in
11 paragraphs 104 through 110.

12 **FOURTH CLAIM FOR RELIEF**

13 Failure to Provide Meal Periods, or Premium Wages in Lieu Thereof
14 (Cal. Lab. Code §§ 226.7, 512 & Wage Orders – Rule 23 Class Count)

15 159. Plaintiffs incorporate paragraphs 10-30, 83-97, 104-126, and 127-136 of this Complaint by
16 reference as though fully set forth herein.

17 160. Plaintiffs bring this Fourth Claim against Defendants pursuant to California Labor Code
18 §§ 226.7 and 512 to enforce the meal period provisions of the California Labor Code. This count is
19 brought as a Rule 23 class claim.

20 161. California Labor Code § 512 and Section 11 of Wage Order 14 impose an affirmative
21 obligation on employers to provide employees with an uninterrupted, duty-free, meal period of at
22 least thirty (30) minutes for each work period of five (5) or more hours before the end of the fifth
23 (5th) hour of work.

24 162. Labor Code § 226.7 and Section 11 of Wage Order 14 require employers to pay employees
25 an additional hour of premium wages at the employee's regular rate of compensation on each
26 workday that the employee is not provided with a meal period.
27
28

1 163. Defendants failed to relieve Plaintiffs and others similarly situated of all duties for
2 uninterrupted meal periods of at least thirty (30) minutes before the end of their fifth (5th) hour of
3 work as detailed in paragraphs 83 to 86 and 93 through 94.

4 164. Defendants failed to pay premium wages for each workday in which Plaintiffs and others
5 similarly situated were not provided an uninterrupted and timely thirty (30) minute meal period.

6 165. At all times relevant to this action, Defendants have maintained policies and practices with
7 respect to employee scheduling and meal periods that prevent Plaintiffs and others similarly situated
8 from being relieved of all duties for an uninterrupted meal period of at least thirty (30) minutes before
9 the end of their fifth (5th) hour of work, and that fail to pay them premium wages on workdays in
10 which they are not provided a lawful meal period.

11 166. As a result of Defendants' meal period practices, Plaintiffs and others similarly situated are
12 entitled to receive premium wage compensation in an amount equal to one hour of additional wages
13 at the applicable or promised rate of pay for each workday that Defendants failed to provide Plaintiffs
14 and others similarly situated lawful meal periods pursuant to Labor Code § 226.7.

15 167. As such, Plaintiffs seek, on behalf of themselves and others similarly situated, premium
16 wages, interest thereon, and an award of reasonable costs.

17 **FIFTH CLAIM FOR RELIEF**

18 Failure to Provide Rest Periods, or Premium Wages in Lieu Thereof
19 (Cal. Lab. Code §§ 226.2, 226.7, 1198 & Wage Orders – Rule 23 Class Count)

20 168. Plaintiffs incorporate paragraphs 10-30, 83-97, 104-126 and 127-136 of this Complaint by
21 reference as though fully set forth herein.

22 169. Plaintiffs bring this Fifth Claim against Defendants pursuant to California Labor Code § 226.7
23 to enforce the rest period provisions of the California Labor Code. This count is brought as a Rule
24 23 class claim.

25 170. Section 12 of Wage Order 14 imposes an affirmative obligation on employers to permit and
26 authorize employees to take required uninterrupted rest periods at a rate of no less than ten (10)
27 minutes for each four (4) hour work period, or major fraction thereof, that must be in the middle of
28 each work period insofar as is practicable.

1 171. California Labor Code § 226.7 and Section 12(C) of Wage Order 14 require employers to
2 pay non-exempt employees an additional hour of premium wages at the employee's regular rate of
3 compensation on each workday that the employee is not provided with a rest period.

4 172. Defendants did not authorize and permit Plaintiffs and others similarly situated to take
5 uninterrupted rest periods of at least ten (10) minutes for each four (4) hour work period, or major
6 fraction thereof, and failed to pay premium wages in lieu of providing lawful rest periods on such
7 workdays.

8 173. At all times relevant to this action, Defendants have maintained policies and practices with
9 respect to employee scheduling and rest periods that have failed to authorize and/or reasonably
10 permit Plaintiffs and the Class from being relieved of all duties for an uninterrupted rest period of at
11 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, and which fail
12 to pay them premium wages on workdays in which they are not provided a lawful rest periods.

13 174. As a result of Defendants' rest period practices, Plaintiffs and the Class are entitled to receive
14 premium wage compensation in an amount equal to one hour of additional wages at the applicable
15 contractual rate of pay for each workday that Defendants failed to provide Plaintiffs lawful rest
16 periods pursuant to Labor Code § 226.7.

17 175. As such, Plaintiffs seek, on behalf of themselves and others similarly situated, premium
18 wages, interest thereon, and an award of reasonable costs.

19 **SIXTH CLAIM FOR RELIEF**

20 Failure to Indemnify for Necessary Business Expenditures

21 (Cal. Lab. Code § 2802 – Rule 23 Class Count)

22 176. Plaintiffs incorporate paragraphs 7-136 of this Complaint by reference as though fully set
23 forth herein.

24 177. Plaintiffs bring this Sixth Claim against Defendants pursuant to California Labor Code § 2802
25 to enforce the reimbursement and indemnification for business expenses provisions of the California
26 Labor Code.

27 178. This count is brought as a Rule 23 class claim.
28

1 179. At all times relevant to this action, Plaintiffs and others similarly situated incurred expenses
2 in direct consequence of the discharge of their duties including, but not limited to, travel and passport
3 expenses as detailed in paragraphs 51 through 65 and 99 through 103.

4 180. The expenses not reimbursed were Defendants contractual obligation under the terms of the
5 H-2A job order.

6 181. Defendants failed to reimburse Plaintiffs and others similarly situated for the expenditures
7 they incurred in violation of California Labor Code § 2802.

8 182. As such, Plaintiffs seek, on behalf of themselves and others similarly situated, full
9 reimbursement of necessary business expenditures, interest thereon, and awards of reasonable costs
10 and attorneys' fees.

11 **SEVENTH CLAIM FOR RELIEF**

12 Waiting Time Penalties Failure to Pay All Wages Due

13 (Cal Labor Code § 203 – Rule 23 Class)

14 183. Plaintiffs incorporate by reference the allegations in paragraphs 7 to 136.

15 184. This count sets forth a claim against all Defendants.

16 185. Pursuant to Cal. Labor Code § 203, Plaintiffs bring this claim on behalf of himself and the
17 class, pursuant to Rule 23(b)(3), for all Defendants' failure to pay all outstanding wages due upon
18 separation from employment.

19 186. When seasonal employment comes to an end, California law requires an employer
20 immediately pay all wages owed which in no event can be a period greater than 72 hours. Cal.
21 Labor Code § 201.

22 187. Where an employer fails to comply with Cal. Labor Code §§ 201, the affected employee is
23 entitled to receive a penalty in the amount of one day's wages for every day that their employer
24 willfully denies this final payment of wages, up to a maximum of 30 days. Cal. Labor Code § 203.

25 188. The Defendants did not pay Plaintiffs or similarly situated class members all their wages
26 owed, including payment for all hours worked, overtime premium pay, or their contractually
27 promised wages.

28 189. Plaintiffs and others similarly situated did not receive these wages in their last paycheck

1 upon the seasonal end of their employment with the Defendants.

2 190. By failing to compensate Plaintiffs, and similarly situated members of the Plaintiff Class
3 who have quit, been discharged, or whose employment has seasonally ended during the relevant
4 statutory period as required by the California Labor Code and the applicable wage order,
5 Defendants have willfully failed to make timely payment of the full wages due to their former
6 employees in violation of Cal. Labor Code § 201.

7 191. Pursuant to Cal. Labor Code § 203, Plaintiffs and members of the Plaintiff Class who have
8 quit, been discharged, or whose employment has seasonally ended are entitled to waiting time
9 penalties of up to 30 days' wages per person.

10 192. Pursuant to Cal. Lab. Code § 2810.3, Plaintiffs are entitled to recover all relief to which they
11 are entitled for this Eighth Claim for Relief from Defendant West Coast Berry with respect to all
12 hours worked in connection with production of strawberries or other crops for Defendant West Coast
13 Berry as future detailed in paragraphs 104 through 110.

14 **EIGHTH CLAIM FOR RELIEF**

15 California's Unfair Competition Law ("UCL")

16 (Cal. Bus. & Prof. Code §§ 17200 et seq. – Rule 23 Class Count)

17 193. Plaintiffs incorporate paragraphs 7 through 126 and 127 through 136 of this Complaint by
18 reference as though fully set forth herein.

19 194. Plaintiffs hereby bring this Ninth Claim against Defendants pursuant to California Business
20 & Professions Code §§ 17200 et seq. to enforce the provisions prohibiting unlawful and/or unfair
21 business practices of the California Business & Professions Code.

22 195. California Business and Professions Code §§ 17200 et seq. defines "unfair competition" to
23 include any unlawful business practice.

24 196. Plaintiffs sue on behalf of themselves and others similarly situated pursuant to California
25 Business and Professions Code §§ 17200 et seq.

26 197. Plaintiffs and others similarly situated suffered injury-in-fact and have lost money as a result
27 of Defendants' unfair competition alleged herein.
28

1 198. Plaintiffs and others similarly situated were not paid minimum, overtime and reporting time
2 wages as required by California Labor Code §§ 1182.12, 1194, 1197, 1198, and Industrial Welfare
3 Commission Wage Order 14 at paragraphs 3 and 5; Plaintiffs and others similarly situated were not
4 provided with meal periods, and/or premium wages in lieu thereof, in violation of California Labor
5 Code § 226.7 and Wage Order 14 at paragraph 11; Plaintiffs and others similarly situated were not
6 provided with rest periods, and/or premium wages in lieu thereof, in violation of California Labor
7 Code § 226.7 and Wage Order 14 at paragraph 12; and, Plaintiffs and others similarly situated were
8 not indemnified for necessary business expenditures, in violation of California Labor Code § 2802.

9 199. Pursuant to California Business and Professions Code § 17203, Plaintiffs seek, on behalf of
10 themselves and others similarly situated, restitution of all moneys and property, including, but not
11 limited to, earned minimum, reporting, and premium wages that Defendants either acquired, and/or
12 may have acquired, from them by means of unfair competition in amounts subject to proof at trial.

13 200. On information and belief, at all times relevant to this action, Defendants have either
14 acquired, or may have acquired, money or property in the form of earned minimum wages, reporting
15 wages and premium wages from Plaintiffs and members of the Class by means of unfair competition
16 as a result of Defendants' unlawful failure to pay them those wages, and related failures to maintain
17 accurate records, indemnify for necessary business expenditures, or timely pay final wages at
18 resignation or termination, in violation of the requirements of the California Labor Code and Wage
19 Order 14. Defendants, by the acts or omissions alleged of herein, have injured and are injuring the
20 interests of the general public in that other employers who have been or currently are employing
21 farm workers and attempting to do so in honest compliance with applicable wage and hour laws,
22 including the laws violated by Defendants, are at an unfair competitive disadvantage as a result of
23 Defendants' conduct.

24 201. As such, Plaintiffs seek, on behalf of themselves and others similarly situated, an injunction
25 restraining Defendants from maintaining and enforcing the unfair and/or unlawful practices and
26 policies that have resulted in the violations complained of herein, restitution of Plaintiffs' and the
27 Class' wages, and the economic value of benefits unlawfully denied them by Defendants.

28

1 202. In addition, because Plaintiffs are enforcing important rights affecting the public interest
2 within the meaning of California Code of Civil Procedure § 1021.5, they seek payment of attorneys’
3 fees and costs.

4 **NINTH CLAIM FOR RELIEF**

5 Failure to Compensate Nonproductive Time
6 (Cal. Lab. Code § 226(e). – Rule 23 Class Claim)

7 203. Plaintiffs incorporate paragraphs 7 through 98, 104 through 126, and 136 of this Complaint
8 by reference as though fully set forth herein.

9 204. Plaintiffs bring this Tenth Claim against Defendants pursuant to California Labor Code § 1194
10 to enforce California Labor Code § 226.2. This count is brought as a Rule 23 class claim.

11 205. California’s minimum wage requirements for nonproductive time and compensation for rest
12 periods in a piece-rate compensation system are set forth in California Labor Code section 226.2.
13 Section 226.2 requires that nonproductive time be paid a rate that is not less than the legal minimum
14 wage, and that rest periods be separately compensated at not less than the average hourly rate, as
15 defined in Labor Code section 226.2.

16 206. Defendants failed to compensate Plaintiffs at their average hourly wage rate in violation of
17 California Labor Code 226.2.

18 207. As a consequence, Defendants have violated the rights of Plaintiffs and the rights of other
19 current or former employees who worked for Defendants as non-exempt employees.

20 208. As such, Plaintiffs seek civil penalties, interest thereon, and awards of reasonable costs and
21 attorney’s fees on behalf of themselves, and other current or former employees.

22 **TENTH CLAIM FOR RELIEF**

23 Breach of Contract

24 209. Plaintiffs incorporate by reference paragraphs 7 through 126 and 127 through 136 of this
25 Complaint.

26 210. This Count sets forth a claim against all Defendants.

27 211. Pursuant to Rule 23(b)(3), Plaintiffs bring this claim on behalf of themselves and the class
28 for Defendants failure to pay the higher of the contractually promised wage rate, the prevailing

1 wage, or the state or federal minimum wage, for all compensable hours worked under the terms of
2 the applicable H-2A job orders.

3 212. Plaintiffs and all similarly situated H-2A workers and domestic workers in corresponding
4 employment entered into employment contracts for the work to be performed under the terms and
5 conditions contained in the H-2A job orders, including those attached as Exhibits B, C and D to this
6 Complaint.

7 213. Plaintiffs and others similarly situated were promised the higher of the contractual wage rate
8 of \$13.18 per hour for the 2018 season, \$13.92 per hour for the 2019 season, the prevailing wage or
9 piece rate, or the state or federal minimum wage.

10 214. Plaintiffs and others similarly situated were contractually promised payment or
11 reimbursement for their travel costs to the work site.

12 215. Plaintiffs and others similarly situated were contractually promised payment or
13 reimbursement for their travel costs from the work site to the place from which the worker had
14 come to work for Defendants.

15 216. Plaintiffs and similarly situated workers performed on their relevant employment contracts.

16 217. Defendants failed to pay Plaintiffs and others similarly situated for all compensable hours
17 worked at the contractually promised wage rates.

18 218. Defendants failed to pay Plaintiffs and the class, in part, because the Defendants did not
19 record or compensate for time in which Plaintiffs and the class were transported in the Defendants'
20 bus system, or were otherwise engaged in pre or post-shift work as further detailed in paragraphs 67
21 through 77.

22 219. Defendants failed to reimburse Plaintiffs and others similarly situated for their travel and
23 subsistence costs to come from Mexico to the work site in California.

24 220. Defendants failed to provide or reimburse Plaintiffs and others similarly situated for their
25 travel and subsistence costs to return to the place from which they had come to work for
26 Defendants.

27 221. As a direct and proximate result of this failure, Plaintiffs and the Plaintiff Class have been
28 deprived of contractual wages due based on the federally mandated wage rate, as discussed in

1 paragraphs 44 through 47, and are entitled to recover the amounts due.

2 222. Plaintiffs and others similarly situated seek relief as described below, including damages in
3 the amount of the unpaid contractual wages and reimbursements due to them.

4 223. Pursuant to Cal. Lab. Code § 2810.3, Plaintiffs and the class are entitled to recover all relief
5 to which they are entitled from Defendants Rancho Nuevo Harvesting from Defendant West Coast
6 Berry Farms with respect to all hours worked in connection with production of strawberries or other
7 crops for Defendants West Coast Berry Farms as future detailed in paragraphs 104 through 110.

8 224. Plaintiffs seek their unpaid wages and interest thereupon.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for judgment against Defendants and relief as follows:

- 12 a) That the Court assume supplemental jurisdiction over all state law claims pursuant to 28
13 U.S.C. § 1367;
- 14 b) That the Court certify the class defined herein;
- 15 c) For an order appointing Plaintiffs as class representatives, and Plaintiffs' Counsel as class
16 counsel;
- 17 d) Under Count One:
- 18 1. Declare that this action may be maintained as a FLSA collective action pursuant to 29
19 U.S.C. § 216(b) and others similarly situated to opt-in to this action;
- 20 2. Grant judgment against Defendants, jointly and severally, and in favor of Plaintiffs and
21 each Opt-In Plaintiff in the amount of his or her respective unpaid wages, plus an equal
22 amount in liquidated damages, pursuant to 29 U.S.C. § 216(b); and
- 23 3. Award Plaintiffs their attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).
- 24 e) Under Count Two:
- 25 1. Grant judgment against Defendants, jointly and severally, and in favor of Plaintiffs
26 and the Class, for violations of California Labor Code §§ 1182.11-1182.13, and 1197, such
27 that:
- 28 i. Plaintiffs and the Class receive the full unpaid balance of their wages owed, as well

1 as liquidated damages in the amount of their minimum wage loss, during the Class
2 Period for the violation of their right to minimum wages pursuant to California Labor
3 Code §§ 1194, 1194.2 and 1197.

4 ii. Plaintiffs receive appropriate injunctive relief, including an order requiring
5 Defendants to comply with California’s minimum wage requirements.

6 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer for
7 the violations under Count Two pursuant to under California Labor Code § 2810.3.

8 3. Award Plaintiffs and the Class attorneys’ fees and costs pursuant to California Labor
9 Code § 1194(a).

10 f) Under Count Three:

11 1. Grant judgment against Defendants, jointly and severally, and in favor of Plaintiffs
12 and the Class, for violations of California Labor Code § 1194 such that:

13 i. Plaintiffs and the Class receive the full unpaid balance of their premium wages owed
14 during the Class Period.

15 ii. Plaintiffs receive appropriate injunctive relief, including an order requiring
16 Defendants to comply with California’s overtime requirements.

17 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer for
18 the violations under Count Three pursuant to under California Labor Code § 2810.3.

19 3. Award Plaintiffs and the Class attorneys’ fees and costs pursuant to California Labor
20 Code § 1194(a).

21 g) Under Count Four:

22 1. Grant judgment against Defendants, jointly and severally during their respective
23 years as employers, and in favor of Plaintiffs and the Class, for violations of California
24 Labor Code § 226.7 such that:

25 i. Plaintiffs and the Class receive the full unpaid balance of their premium wages owed
26 during the Class Period for meal periods.

27 ii. Plaintiffs receive appropriate injunctive relief, including an order requiring
28 Defendants to comply with California’s meal period requirements.

1 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer for
2 the violations under Count Four pursuant to under California Labor Code § 2810.3.

3 h) Under Count Five:

4 1. Grant judgment against Defendants, jointly and severally during their respective
5 years as employers, and in favor of Plaintiffs and the Class, for violations of California
6 Labor Code § 226.7 such that:

7 i) Plaintiffs and the Class receive the full unpaid balance of their premium wages owed
8 for rest breaks during the Class Period.

9 ii) Plaintiffs receive appropriate injunctive relief, including an order requiring
10 Defendants to comply with California’s rest break requirements.

11 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer for
12 the violations under Count Four pursuant to under California Labor Code § 2810.3.

13 i) Under Count Six:

14 1. Grant judgment against Defendants, jointly and severally during their respective
15 years as employers, and in favor of Plaintiffs and the Class, for violations of California
16 Labor Code § 2802 such that:

17 i) Plaintiffs and the Class receive restitution for all monies spent on work-related
18 expenses during the Class Period.

19 ii) Plaintiffs receive appropriate injunctive relief, including an order requiring
20 Defendants to comply with California’s expense reimbursement requirements.

21 2. Award Plaintiffs attorneys’ fees and costs pursuant to California Labor Code
22 § 2802(c).

23 j) Under Count Seven:

24 1. Grant judgment against Defendants, jointly and severally during their respective
25 years as employers, and in favor of Plaintiffs and the Class, for violation of California Labor
26 Code § 203 such that:

27 i) Award damages pursuant to California Labor Code § 203 in the amount of one day’s
28 wages, up to a maximum of 30 day’s wages, per employee who was terminated or

1 left their employment with Defendants without timely receiving all outstanding
2 wages due to them.

3 ii) Plaintiffs receive appropriate injunctive relief, including an order requiring
4 Defendants to comply with California's requirement to timely pay all wages owing
5 within the time periods set by Cal. Labor Code § 201 at the end of a worker's
6 employment.

7 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer for
8 the violations under Count Seven pursuant to under California Labor Code § 2810.3; and

9 k) Under Count Eight:

10 1. Grant judgment against Defendants, jointly and severally during their respective
11 years as employers, and in favor of Plaintiffs and the Class, for violations of California
12 Business & Professions Code §§ 17200 *et seq.* such that:

13 i) Plaintiffs and the Class receive all wages that they were unlawfully deprived of due
14 to Defendants' unfair business practices.

15 ii) Plaintiffs and the Class recover wages as equitable relief for a period that extends the
16 statute of limitations or recovery period for wages to four (4) years.

17 2. For declaratory judgment that the actions, conduct, and practices of Defendants
18 complained of herein constitute unfair business practices under California Business &
19 Professions Code §§ 17200 *et seq.*

20 3. For an injunction and order permanently restraining and enjoining Defendants from
21 engaging in and continuing the unlawful and/or unfair policies and practices complained of
22 herein.

23 4. Award attorneys' fees and costs pursuant to California Code of Civil Procedure
24 § 1021.5, as the Plaintiffs are enforcing an important right affecting the public interest.

25 l) Under Count Nine:

26 1. Grant judgment against Defendants, jointly and severally and in favor of Plaintiffs
27 and the Class, for violations of California Labor Code §§ 1194 and 226.2 *et seq.* such that:

28

1 i) Plaintiffs and the Class receive the full unpaid balance of their wages owed for rest
2 periods and other nonproductive time.

3 ii) Plaintiffs receive appropriate injunctive relief, including an order requiring
4 Defendants to comply with California's Labor Code § 226.2 requirements.

5 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer
6 under California Labor Code § 2810.3 and liable for the Labor Code § 226.2 wages sought
7 under this Count.

8 m) Under Count Ten:

9 1. Grant judgment against all Defendants and in favor of Plaintiff and all similarly
10 situated workers for violation of the applicable contracts, including the contract
11 attached hereto as Exhibits B, C and D, and order that each Plaintiff Class member
12 receive the wages they were entitled under said contracts for each hour they worked;
13 and

14 2. Find that Defendant West Coast Berry Farms, LLC is liable as a client-employer
15 under California Labor Code § 2810.3 for the unpaid contractual wages due.

16 n) Awarding Plaintiffs and the Class pre-judgment interest of ten percent (10%) on the unpaid
17 wages and compensation owed to Plaintiffs and the Class under California Civil Code §§ 3287(a)
18 and 3289(b), California Labor Code §§ 218.6, 1194 and 2802(b), and/or any other applicable
19 provision providing for interest;

20 o) Granting declaratory relief as appropriate;

21 p) Casting all costs upon Defendants; and

22 q) Awarding any such other and further relief, at law or in equity, as the Court deems just and
23 proper.

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

225. Plaintiffs demand trial by jury on claims so triable.

DATED: February 18, 2022

s/ D. Morton

DAWSON MORTON
ATTORNEY FOR PLAINTIFFS