

1 Gregory N. Karasik (SBN 115834)  
greg@karasiklawfirm.com  
2 **Karasik Law Firm**  
11835 W. Olympic Blvd., Ste. 1275  
3 Los Angeles, California 90064  
Tel: (310) 312-6800  
4 Fax: (310) 943-2582

5 Santos Gomez (SBN 172741)  
**Law Offices of Santos Gomez**  
6 2901 Park Avenue, Suite B16  
Soquel, CA 95073  
7 Tel (831) 471-8780  
Fax (831) 471-8774  
8

9 Attorneys for Plaintiff  
REGINA GONZALES GOMEZ and  
10 FIDEL GUERRERO COMOFORT

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

13 REGINA GONZALES GOMEZ and FIDEL  
GUERRERO COMOFORT, individually and  
14 on behalf of others similarly situated,

15 Plaintiff,

16 vs.

17 FERNANDEZ BROTHERS, INC. and  
DOES 1 through 10,

18 Defendants.  
19  
20

Case No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

21 Plaintiffs Regina Gonzales Gomez and Fidel Guerrero Comofort (“Plaintiffs”), on behalf of  
22 themselves and all others similarly situated, complain and allege as follows:

23 **INTRODUCTION**

24 1. This case arises out of the failure of defendant Fernandez Brothers, Inc. (“Defendant”) to pay seasonal agricultural workers who harvest strawberries (“Field Workers”) all the wages owed to  
25 them for rest period or other non-productive work time and the failure to Defendant to provide Field  
26 Workers with second rest periods when they work more than six hours but less than seven and one-half  
27 hours in a workday. As a result, Defendant fails to pay Field Workers all the wages owed to them  
28

1 upon discharge (including seasonal layoffs) or resignation under Labor Code Section 201 or 202,  
2 Defendant fails to pay Field Workers all the wages owed to them under the Migrant and Seasonal  
3 Agricultural Workers Protection Act (“AWPA”), Defendant fails to provide Field Workers with  
4 accurate wage statements in violation of Labor Code Section 226 and the AWPA, and Defendant  
5 engages in unfair competition. Since January of 2016, Defendant has failed to provide Field Workers  
6 with accurate wage statements for the additional reason that wage statements do not state the number  
7 of hours spent by Field Workers taking rest periods or engaged in other non-productive work or the  
8 amount of compensation for rest period or other non-productive work time. Plaintiffs seek all  
9 damages, restitution, and penalties to which they and similarly situated Field Workers are entitled  
10 under the AWPA and state law.

11 **JURISDICTION**

12 2. The Court has original jurisdiction over Plaintiffs’ claims under the AWPA, a law of the  
13 United States, pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1854. The Court has supplemental  
14 jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367. The state law claims are so  
15 related to Plaintiffs’ claims under the AWPA that they form part of the same case or controversy.

16 **VENUE**

17 3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant  
18 does business and therefore resides in this district and/or a substantial part of the events or omissions  
19 giving rise to Plaintiffs’ claims occurred in this district.

20 **THE PARTIES**

21 **A. Plaintiff**

22 4. Plaintiffs worked as Field Workers for Defendant from approximately May to October  
23 2016. During their employment with Defendant, Plaintiffs were not paid all the minimum wages owed  
24 to them for rest period and other non-productive work time, such as performing mandatory morning  
25 exercises, attending meetings, or traveling between fields. Plaintiffs were paid hourly wages at the rate  
26 of \$5.00 an hour plus piece rate wages based on their piece rate production. As reflected on the wage  
27 statements attached hereto as Exhibit 1, Plaintiffs were also paid, for each weekly pay period, one  
28 additional hour of pay (at a different rate each pay period) for “ADDL REST PE.” This additional

1 pay, when added to the amount of Plaintiffs' hourly wages for the pay period, was not enough to pay  
2 Plaintiffs all the minimum wages owed to them for all their rest period and other non-productive work  
3 time during the pay period. This additional pay, when added to the amount of Plaintiffs' hourly wages  
4 for the pay period, was also not enough to pay Plaintiffs for all their rest period time during the pay  
5 period at a regular hourly rate determined in accordance with Labor Code Section 226.2 (a)(3). During  
6 their employment, Plaintiffs were not provided with a second rest period when they worked more than  
7 six hours but less than seven and one half hours in a workday, and Plaintiffs were not paid any  
8 premium wages on any of the occasions when a required second rest period was not provided. As a  
9 result, Plaintiffs were not provided with accurate wage statements, or wage statements that stated the  
10 amount of hours engaged in, or the amount of wages paid for, rest period and other non-productive  
11 work time; and, when Plaintiffs were laid off at the end of the 2016 harvest seasons, Plaintiffs were not  
12 paid all the wages owed to them upon the termination of that season of employment. To date,  
13 Defendant has not paid Plaintiffs any of the wages still owed to them or any of the penalty wages still  
14 owed to them under Labor Code Section 203 for violation of Labor Code Section 201.

15 **B. Defendants**

16 5. At all relevant times, Defendant has been a corporation organized under the law of the  
17 State of California with a principal place of business in Salinas, California. Defendant harvests  
18 produce at various locations in the state of California. Defendant is or was the employer of Plaintiffs  
19 and other similarly situated Field Workers at the time Defendant breached its legal obligations to them  
20 as described herein, and Defendant continues to breach legal obligations owed to similarly situated  
21 Field Workers currently employed by Defendant.

22 6. Plaintiffs are ignorant of the true name, capacity, relationship and extent of participation  
23 in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 10, but are informed  
24 and believe and thereon alleges that said Defendants are legally responsible for the wrongful conduct  
25 alleged herein and therefore sues these Defendants by such fictitious names. Plaintiffs will amend this  
26 complaint to allege the true names and capacities of the DOE Defendants when ascertained.

27 7. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all  
28 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,



1 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally  
2 attributable to the other Defendants.

3 **CLASS ACTION ALLEGATIONS**

4 8. Plaintiffs bring their claims on behalf of themselves and all other similarly situated  
5 Field Workers (collectively the “Class”) as a class action pursuant to Rule 23 of the Federal Rules of  
6 Civil Procedure. The members of the Class belong to the Field Worker Class, Rest Periods Class,  
7 Second Rest Periods Class, Restitution Class, Wage Statement Class and/or Final Wages Class, which  
8 are defined as follows:

9 **Field Workers Class:** All persons who, at any time since the date three years before the filing  
10 of the complaint in this action, worked for Defendant in California as a seasonal agricultural worker  
11 who performed field work harvesting strawberries.

12 **Rest Periods Class:** All persons who, at any time since January 1, 2016, worked for  
13 Defendant in California as a seasonal agricultural worker who performed field work harvesting  
14 strawberries.

15 **Second Rest Periods Class:** All persons who, at any time since the date three years before the  
16 filing of the complaint in this action, worked for Defendant in California as a seasonal agricultural  
17 worker who performed field work harvesting strawberries and worked more than six hours but less  
18 than seven and one half hours in a workday.

19 **Restitution Class:** All persons who, at any time since the date four years before the filing of  
20 the complaint in this action, worked for Defendant in California as a seasonal agricultural worker who  
21 performed field work harvesting strawberries.

22 **Wage Statement Class:** All persons who, at any time since the date one year before the filing  
23 of the complaint in this action, worked for Defendant in California as a seasonal agricultural worker  
24 who performed field work harvesting strawberries.

25 **Final Wages Class:** All persons who worked for Defendant in California as a seasonal  
26 agricultural worker who performed field work harvesting strawberries who had a period of  
27 employment during any harvesting season end at any time since the date three years before the filing of  
28 the complaint in this action.



1 9. Plaintiffs' class claims are brought and may be maintained as a class action under Rule  
2 23(a) of the Federal Rules of Civil Procedure.

3 a. Numerosity. The Class members are so numerous that individual joinder of all of them  
4 as plaintiffs is impractical. While the exact number of Class members is unknown to Plaintiffs at this  
5 time, Plaintiffs are informed and believe and thereon allege that there are not less than 50 members in  
6 the Field Workers Class, not less than 50 members in the Rest Periods Class, not less than 50 members  
7 in the Second Rest Periods Class, not less than 50 members in the Restitution Class, not less than 50  
8 members in the Wage Statement Class, not less than 50 members in the Final Wages Class, and not  
9 less than 50 members in the Class as a whole.

10 b. Commonality. There are questions of law or fact common to class members. These  
11 common questions include, but are not limited to:

- 12 (1) Does Defendant have a policy or practice of not paying Field Workers minimum  
13 wages for all their time spent taking rest periods and engaged in other non-  
14 productive work?
- 15 (2) Has Defendant, since January 2016, had a policy or practice of not paying Field  
16 Workers for all their rest period time at a regular hourly rate determined in  
17 accordance with Labor Code Section 226.2 (a)(3)?
- 18 (3) Does Defendant have a policy or practice of not providing second  
19 rest periods to Field Workers when they work more than six hours  
20 but less than seven and one half hours in a workday?
- 21 (4) Does Defendant have a policy or practice of not paying Field  
22 Workers premium wages when required second rest periods are  
23 not provided?
- 24 (5) Did Defendant engage in a "willful" failure to pay wages, thereby  
25 making Defendant liable for penalty wages under Labor Code  
26 Section 203?
- 27 (6) Did Defendant fail to provide Field Workers with accurate wage  
28 statements in violation of Labor Code Section 226 or the AWPA?

1 (7) Did Defendant fail to provide Field Workers with accurate wage  
2 statements in violation of Labor Code Section 226.2 or the  
3 AWPA?

4 (8) Did Defendant fail to pay Field Workers all wages due in violation  
5 of the AWPA?

6 c. Typicality. Plaintiffs are members of the Class, and their claims are typical of the  
7 claims of the other Class members Plaintiffs seek to represent. Plaintiffs suffered the same kinds of  
8 injuries suffered by other Class members and seek the same kind of relief sought by other Class  
9 members.

10 d. Adequate Representation. Plaintiffs will adequately and fairly protect the interests of  
11 the members of the Class. Plaintiffs have no interests adverse to the interests of absent Class members.  
12 Plaintiffs are represented by legal counsel with substantial class action experience in civil litigation and  
13 employment law.

14 10. This case is brought and may be maintained as a class action under Rule 23(b)(3) of the  
15 Federal Rules of Civil Procedure. Questions of law or fact common to class members predominate  
16 over any questions affecting only individual members, and a class action is superior to other available  
17 methods for the fair and efficient adjudication of the controversy. Class action treatment will allow a  
18 large number of similarly situated persons to prosecute their common claims in a single forum,  
19 simultaneously, efficiently, and without the unnecessary duplication of effort and expense that  
20 numerous individual actions would require. Further, the monetary amounts due to many individual  
21 class members are likely to be relatively small, and the burden and expense of individual litigation  
22 would make it difficult or impossible for individual class members to seek and obtain relief. A class  
23 action will serve an important public interest by permitting employees harmed by Defendant's  
24 unlawful practices to effectively pursue recovery of the sums owed to them.

25 **FIRST CLAIM FOR RELIEF**

26 **FAILURE TO PAY MINIMUM WAGES**

27 **(By Plaintiff and the Field Workers Class against Defendants)**

28 11. Plaintiffs incorporate paragraphs 1 through 10 of this complaint as if fully alleged

1 herein.

2 12. At all relevant times, Plaintiffs and the other members of the Field Workers Class were  
3 employees of Defendant covered by Labor Code Section 1197.

4 13. Pursuant to Labor Code Section 1197, Plaintiff sand the other members of the Field  
5 Workers Class were entitled to minimum wages for all hours engaged in activities deemed compensable  
6 hours worked.

7 14. Defendant failed to pay Plaintiffs and other members of the Field Workers Class all the  
8 minimum wages owed to them for all the hours engaged in activities deemed compensable hours  
9 worked. Plaintiffs are informed and believe and thereon allege that, during the limitations period  
10 applicable to this cause of action, Defendant had a policy or practice of paying Field Workers, separately  
11 from their piece rate wages, an amount of hourly wages that did not pay Field Workers minimum wages  
12 for all the time they spent taking rest periods and engaged in other non-productive work activities.

13 15. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Field  
14 Workers Class have suffered damages in an amount, subject to proof, to the extent they were not paid all  
15 the minimum wages owed to them.

16 16. Pursuant to Labor Code Section 1194, Plaintiffs and other members of the Field Workers  
17 Class are entitled to recover the full amount of their unpaid minimum wages, interest thereon, reasonable  
18 attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2, Plaintiffs and other members  
19 of the Field Workers Class are also entitled to recover liquidated damages in an amount equal to the  
20 amount of unpaid minimum wages and interest thereon.

21 **SECOND CLAIM FOR RELIEF**

22 **FAILURE TO PAY ALL WAGES OWED FOR REST PERIOD TIME**

23 **(By Plaintiff and the Rest Periods Class against Defendants)**

24 17. Plaintiffs incorporate paragraphs 1 through 10 of this complaint as if fully alleged  
25 herein.

26 18. At all relevant times, Plaintiffs and the other members of the Rest Periods Class were  
27 employees of Defendant covered by Labor Code Section 226.2.

28 19. Pursuant to Labor Code Section 226.2, Plaintiffs and the other members of the Rest



1 Periods Class were entitled to wages for rest period time at a regular hourly rate determined in  
2 accordance with Labor Code Section 226.2 (a)(3).

3 20. Defendant failed to pay Plaintiffs and other members of the Rest Periods Class all the  
4 wages owed to them for all their rest period time. Plaintiffs are informed and believe and thereon  
5 allege that, during the limitations period applicable to this cause of action, Defendant had a policy or  
6 practice of paying Field Workers, separately from their piece rate wages, an amount of hourly wages  
7 that did not pay Field Workers wages for rest period time at a regular hourly rate determined in  
8 accordance with Labor Code Section 226.2 (a)(3).

9 21. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Rest  
10 Periods Class have suffered damages in an amount, subject to proof, to the extent they were not paid all  
11 the wages owed to them for their rest period time.

12 22. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the  
13 Rest Periods Class are entitled to recover the full amount of their unpaid wages reasonable attorney's  
14 fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs  
15 and other members of the Rest Periods Class are entitled to recover prejudgment interest on the amount  
16 of their unpaid wages.

17 **THIRD CLAIM FOR RELIEF**

18 **FAILURE TO PROVIDE SECOND REST PERIODS**

19 **(By Plaintiff and the Second Rest Periods Class against Defendants)**

20 23. Plaintiffs incorporate paragraphs 1 through 10 of this complaint as if fully alleged  
21 herein.

22 24. At all relevant times, Plaintiffs and the other members of the Second Rest Periods Class  
23 were employees of Defendant covered by Labor Code Section 226.7 and applicable Wage Orders.

24 25. Pursuant to applicable Wage Orders, Plaintiff and the other members of the Second Rest  
25 Periods Class were entitled to rest periods of at least 10 minutes for each four hour period of work.

26 26. Pursuant to Labor Code Section 226.7, Defendant was required to pay Plaintiffs and  
27 other members of the Second Rest Periods Class premium wages, equal to one hour of pay at their  
28 regular rate of pay, for each day that a legally required rest period was not provided.





1 of the Restitution Class are entitled to restitution of all wages or other monies owed to them under  
2 California law (including interest thereon), in which they had a property interest, which Defendant  
3 failed to pay to them. Restitution of the money owed to Plaintiffs and other members of the  
4 Restitution Class that Defendant wrongfully withheld and retained by means of engaging in unlawful  
5 business practices in violation of California law is necessary to prevent Defendant from becoming  
6 unjustly enriched by its failure to comply with California law.

7 34. Plaintiffs and members of the Restitution Class are entitled to recover reasonable  
8 attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure  
9 Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

#### 10 **FIFTH CLAIM FOR RELIEF**

#### 11 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

#### 12 **(By Plaintiffs and the Wage Statement Class against Defendants)**

13 35. Plaintiffs incorporate paragraphs 1 through 29 of this complaint as if fully alleged  
14 herein.

15 36. At all relevant times, Plaintiff and the other members of the Wage Statement  
16 Class were employees of Defendant covered by Labor Code Sections 226 and 226.2.

17 37. Pursuant to Labor Code Section 226(a), Plaintiffs and the other members of the  
18 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of  
19 wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages  
20 earned during the pay period, the total amount of net wages earned during the pay period, the  
21 total number of hours worked during the pay period, and all the applicable hourly rates of pay  
22 during the pay period. Pursuant to Labor Code Section 226.2(a)(2), Plaintiffs and the other  
23 members of the Wage Statement Class were entitled to receive, semimonthly or at the time of  
24 each payment of wages, an accurate itemized wage statement stating, separately from the  
25 information required by Section 226(a), the total hours of compensable rest periods, the rate of  
26 compensation, and the gross wages paid for those rest periods during the pay period.

27 38. Defendant failed to provide Plaintiffs and other members of the Wage Statement  
28 Class accurate itemized statements in accordance with Labor Code Section 226(a) and



1 226.2(a)(2). Plaintiffs are informed and believe and thereon allege that, during the limitations  
2 period applicable to this cause of action, Defendant had a policy or practice of not paying Field  
3 Workers all the wages owed to them, which resulted in members of the Wage Statement Class  
4 not receiving accurate wage statements in violation of Section 226(a), and Defendant had a  
5 policy or practice of providing Field Workers with wage statements which, in violation of  
6 Section 226.2, did not state the total hours of compensable rest periods, the rate of compensation,  
7 and the gross wages paid for those rest periods during the pay period.

8 34. Defendant's failure to provide Plaintiffs and other members of the Wage Statement  
9 Class with accurate wage statements was knowing and intentional. Defendant had the ability to  
10 provide Plaintiffs and other members of the Wage Statement Class with accurate wage statements but  
11 intentionally provided wage statements that Defendant knew did not comply with all the requirements  
12 of Labor Code Section 226 or 266.2. Defendant intended and knew that, during the limitations period  
13 applicable to this cause of action, Defendant had a policy or practice of not paying Field Workers all  
14 the wages owed to them and Defendant had a policy or practice of providing Field Workers with wage  
15 statements that did not state the total hours of compensable rest periods, the rate of compensation, and  
16 the gross wages paid for those rest periods during the pay period.

17 35. As a result of Defendant's conduct, Plaintiffs and other members of the Wage Statement  
18 Class have suffered injury. From the wage statements provided to them alone, Plaintiffs and other  
19 members of the Wage Statement Class could not promptly and easily determine the total amount of  
20 gross wages actually earned during the pay period, the total amount of net wages actually earned  
21 during the pay period, the total number of hours of compensable rest periods during the pay period, the  
22 rate of compensation for rest periods, or the gross wages paid for rest periods during the pay period.

23 36. Pursuant to Labor Code Sections 226(e) and 226(a)(2), Plaintiffs and other members of  
24 the Wage Statement Class are entitled to recover fifty dollars for the initial pay period in which a  
25 violation of Labor Code Section 226 or 226.2 occurred and one hundred dollars for each violation of  
26 Labor Code Section 226 or 226.2 in every subsequent pay period, not to exceed an aggregate civil  
27 penalty of four thousand dollars per employee.

28 37. Pursuant to Labor Code Sections 218, 226(e), 226(g) and 226.2(a)(2), Plaintiffs and

1 other members of the Wage Statement Class are entitled to recover the full amount of civil penalties  
2 due under Labor Code Section 226(e), reasonable attorney's fees and costs of suit.

3 **SIXTH CLAIM FOR RELIEF**

4 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

5 **(By Plaintiff and the Final Wages Class against Defendants)**

6 39. Plaintiff incorporates paragraphs 1 through 29 of this complaint as if fully alleged  
7 herein.

8 40. At all relevant times, Plaintiffs and the other members of the Final Wages Class were  
9 employees of Defendant covered by Labor Code Sections 201 or 202.

10 41. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and other members of the Final  
11 Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to  
12 termination. Discharged employees (including employees subject to seasonal layoffs) were entitled to  
13 payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees  
14 who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72  
15 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to  
16 payment of all wages earned and unpaid prior to resignation at the time of resignation.

17 42. Defendant failed to pay Plaintiffs and other members of the Final Wages Class all  
18 wages earned and unpaid prior to termination in accordance with Labor Code Sections 201 or 202.  
19 Plaintiffs are informed and believe and thereon alleges that at all relevant times within the limitations  
20 period applicable to this cause of action, Defendant had a policy or practice of not paying Field  
21 Workers all the wages owed to them, which resulted in Defendant failing to pay them all the wages  
22 owed to them upon termination.

23 43. Defendant's failure to pay Plaintiffs and members of the Final Wages Class all wages  
24 earned prior to termination in accordance with Labor Code Sections 201 or 202 was willful.  
25 Defendant had the ability to pay all wages earned by members of the Final Wages Class prior to  
26 termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or  
27 practices incompatible with the requirements of Labor Code Sections 201 or 202. Defendant intended  
28 and knew that, during the limitations period applicable to this cause of action, Defendant had a policy



1 or practice of not paying Field Workers minimum wages for all time spent taking rest periods and  
2 engaged in other non-productive work, not paying Field Workers wages for rest periods at a regular  
3 hourly rate determined in accordance with Labor Code Section 226.2(a)(3), and/or not paying premium  
4 wages when required second rest periods were not provided.

5 44. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and other members of the Final  
6 Wages Class are entitled to all wages earned prior to termination that Defendant failed to pay them.

7 45. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages  
8 Class are entitled to penalty wages for each termination of employment, from the day their earned and  
9 unpaid wages were due upon termination until paid, up to a maximum of 30 days of penalty wages for  
10 each termination of employment.

11 46. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Final  
12 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid for  
13 all wages earned prior to termination.

14 47. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Final  
15 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid all  
16 penalty wages owed under Labor Code Section 203.

17 48. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the  
18 Final Wages Class are entitled to recover the full amount of their unpaid wages, penalty wages under  
19 Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section  
20 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Final Wages Class are  
21 entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty  
22 wages.

23 **SEVENTH CLAIM FOR RELIEF**

24 **FAILURE TO COMPLY WITH THE AWPA**

25 **(By Plaintiff and the Field Workers Class against Defendants)**

26 49. Plaintiffs incorporate paragraphs 1 through 48 of this complaint as if fully alleged  
27 herein.

28 50. At all relevant times, Plaintiffs and the other members of the Field Workers Class were



1 “seasonal agricultural workers” within the meaning of 29 U.S.C. § 1802(10).

2 50. At all relevant times, Defendant was an “agricultural employer” within the meaning of  
3 29 U.S.C. § 1802(2).

4 51. Pursuant to 29 U.S.C. § 1832, Defendant was required to pay Plaintiffs and the other  
5 members of the Field Workers Class all the wages owed to them when due.

6 52. Defendant failed to pay Plaintiffs and other members of the Field Workers Class all the  
7 wages owed to them when due in violation of 29 U.S.C. § 1832. Plaintiffs are informed and believe  
8 and thereon alleges that, during the limitations period applicable to this cause of action, Defendant had  
9 a policy or practice of not paying Field Workers all the wages owed to them, which resulted in  
10 Defendant failing to pay them all the wages due to them each payday and/or all the wages due to them  
11 upon termination.

12 53. Pursuant to 29 U.S.C. § 1821(d), Defendant was required to provide Plaintiffs and the  
13 other members of the Field Workers Class itemized wage statements for each pay period that  
14 accurately set forth the number of hours they worked and their total pay period earnings.

15 54. Defendant failed to pay provide Plaintiffs and other members of the Field Workers  
16 Class with accurate wage statements in violation of 29 U.S.C. § 1821(d). Plaintiffs are informed and  
17 believes and thereon alleges that, during the limitations period applicable to this cause of action,  
18 Defendant had a policy or practice of not paying Field Workers all the wages owed to them, which  
19 resulted in Field Workers not receiving accurate wage statements.

20 55. Defendant’s failure to pay Plaintiffs and other members of the Field Workers Class all  
21 the wages owed to them when due in violation of 29 U.S.C. § 1832 and Defendant’s failure to provide  
22 Plaintiffs and other members of the Field Workers Class with accurate wage statements in violation of  
23 29 U.S.C. § 1821(d) were intentional. Defendant consciously and deliberately failed to pay Field  
24 Workers minimum wages for all time spent taking rest periods and engaged in other non-productive  
25 work, wages for rest periods at a regular hourly rate determined in accordance with Labor Code  
26 Section 226.2(a)(3), and/or premium wages when required second rest periods were not provided.

27 56. As a result of Defendant’s unlawful conduct, Plaintiffs and other members of the Field  
28 Workers Class have suffered damages in an amount, subject to proof, to the extent they were not paid

1 for all the wages owed to them.

2 57. Pursuant to 29 U.S.C. § 1854, Plaintiffs and other members of the Field Workers Class  
3 are entitled to recover actual damages or statutory damages of up to \$500 per class member per  
4 violation, not to exceed the aggregate amount of \$500,000.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for  
7 relief and judgment against Defendants as follows:

8 A. An order certifying that Plaintiffs may pursue their claims as a class action under Rule  
9 23 of the Federal Rules of Civil Procedure;

10 B. An order appointing Plaintiffs as Class representatives and appointing Plaintiffs'  
11 counsel as Class counsel;

12 C. Damages for unpaid minimum wages under Labor Code Section 1194;

13 D. Liquidated damages under Labor Code Section 1194.2;

14 E. Damages for unpaid rest period wages under Labor Code Section 226.2;

15 F. Damages for unpaid premium wages under Labor Code Section 226.7;

16 G. Restitution for unpaid wages under Business and Professions Code Section 17203;

17 H. Civil penalties for inaccurate wage statements under Labor Code Section 226 and/or  
18 Labor Code Section 226.2;

19 I. Damages for unpaid wages under Labor Code Sections 201 or 202;

20 J. Damages for unpaid penalty wages under Labor Code Section 203;

21 K. Actual damages or statutory damages under 29 U.S.C. § 1854;

22 L. Pre-judgment interest;

23 M. Costs;

24 N. Reasonable attorney's fees; and

25 O. Such other and further relief as the Court deems just and proper.

26 Dated: March 31, 2017

KARASIK LAW FIRM  
LAW OFFICES OF SANTOS GOMEZ

27  
28 By */s/ Gregory N. Karasik*  
Gregory N. Karasik  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiffs demand a trial by jury for themselves and all others similarly situated on all claims so  
3 triable.

4  
5 Dated: March 31, 2017

KARASIK LAW FIRM  
LAW OFFICES OF SANTOS GOMEZ

6  
7 By */s/ Gregory N. Karasik*  
8 Gregory N. Karasik  
9 Attorneys for Plaintiff  
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# EXHIBIT 1

FERNANDEZ BROTHERS, INC. • PAYROLL

106737

EIN: 743063877 Pay period 07/03 thru 07/09/16 Check Date: 07/15/16 Check #106737 \$726.64 Hours: 98.50  
 Emp #8713 FIDEL GUERRERO COMOFORT 1217 E ALISAL ST SALINAS CA 93905 SSN: 8742

Sick Leave Hours: Used	0.0 Hrs	Available	08/08/16	27.3 Hrs				
Date	Gross	FIT	SIT	FICA	Medic	SDI	Advance	Other Deducts
07/15/16	805.01	9.54	0.00	49.91	11.67	7.25	0.00	0.00
YTD	6839.87	112.23	6.68	424.07	99.17	61.55	0.00	0.00

Day	Hours	Quantity	Desc	Rate	Gross	Ent#	Operation Desc	Memo
Tue 07/05	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Tue 07/05	10.00	96.0000	FLAT/ x	1.4000	134.40	200	HARVESTING	
Wed 07/06	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Wed 07/06	10.00	90.0000	FLAT/ x	1.4000	126.00	200	HARVESTING	
Thu 07/07	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Thu 07/07	10.00	77.0000	FLAT/ x	1.4000	107.80	200	HARVESTING	
Fri 07/08	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Fri 07/08	10.00	71.0000	FLAT/ x	1.4000	99.40	200	HARVESTING	
Sat 07/09	8.75		HRS x	5.0000	43.75	200	HARVESTING	
Sat 07/09	8.75	59.0000	FLAT/ x	1.4000	82.60	200	HARVESTING	
Sat 07/09	1.00		HRS x	11.0600	11.06	200	ADDL REST PE	

FERNANDEZ BROTHERS, INC. • PAYROLL

106344

EIN: 743063877 Pay period 06/19 thru 06/25/16 Check Date: 07/01/16 Check #106344 \$604.64 Hours: 83.50  
 Emp #6713 FIDEL GUERRERO COMOFORT 1217 E ALISAL ST SALINAS CA 93905 SSN: 8742

Date	Gross	FIT	SIT	FICA	Medic	SDI	Advance	Other Deducts
07/01/16	661.17	0.00	0.00	40.99	9.59	5.95	0.00	0.00
YTD	5114.86	81.65	6.68	317.12	74.16	46.02	0.00	0.00

Day	Hours	Quantity	Desc	Rate	Gross	Ent#	Operation Desc	Memo
Mon 06/20	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Mon 06/20	9.16	76.0000	FLAT/ x	1.4000	106.40	200	HARVESTING	
Mon 06/20	0.84	7.0000	UNC.11	1.6500	11.55	200	HARVESTING	
Wed 06/22	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Wed 06/22	10.00	77.0000	FLAT/ x	1.4000	107.80	200	HARVESTING	
Thu 06/23	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Thu 06/23	10.00	73.0000	FLAT/ x	1.4000	102.20	200	HARVESTING	
Fri 06/24	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Fri 06/24	10.00	75.0000	FLAT/ x	1.4000	105.00	200	HARVESTING	
Sat 06/25	1.25		HRS x	5.0000	6.25	200	HARVESTING	
Sat 06/25	1.25	9.0000	FLAT/ x	1.4000	12.60	200	HARVESTING	
Sat 06/25	1.00		HRS x	9.3700	9.37	200	ADDL REST PE	

FERNANDEZ BROTHERS, INC. • PAYROLL

106174

EIN: 743063877 Pay period 06/12 thru 06/18/16 Check Date: 06/24/16 Check #106174 \$915.62 Hours: 121.00  
 Emp #6713 FIDEL GUERRERO COMOFORT 1217 E ALISAL ST SALINAS CA 93905 SSN: 8742

Date	Gross	FIT	SIT	FICA	Medic	SDI	Advance	Other Deducts
06/24/16	1041.65	33.20	3.78	84.58	15.10	9.37	0.00	0.00
YTD	4453.69	81.65	6.68	276.13	64.57	40.07	0.00	0.00

Day	Hours	Quantity	Desc	Rate	Gross	Ent#	Operation Desc	Memo
Mon 06/13	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Mon 06/13	10.00	87.0000	FLAT/ x	1.4000	121.80	200	HARVESTING	
Tue 06/14	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Tue 06/14	10.00	100.0000	FLAT/ x	1.4000	140.00	200	HARVESTING	
Wed 06/15	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Wed 06/15	10.00	88.0000	FLAT/ x	1.4000	123.20	200	HARVESTING	
Thu 06/16	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Thu 06/16	10.00	86.0000	FLAT/ x	1.4000	120.40	200	HARVESTING	
Fri 06/17	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Fri 06/17	10.00	82.0000	FLAT/ x	1.4000	114.80	200	HARVESTING	
Sat 06/18	10.00		HRS x	5.0000	50.00	200	HARVESTING	
Sat 06/18	10.00	76.0000	FLAT/ x	1.4000	106.40	200	HARVESTING	
Sat 06/18	1.00		HRS x	15.0500	15.05	200	ADDL REST PE	



FERNANDEZ BROTHERS, INC. - PAYROLL

107079

EIN: 743063877 Pay period 07/17 thru 07/23/16 Check Date: 07/29/16 Check #107079 \$273.83 Hours: 41.00  
 Emp #6715 REGINA GONZALEZ GOMEZ 1217 E ALISAL ST SALINAS CA 93905 SSN: 5847  
 Sick Leave Hours: Used 0.0 Hrs Available 08/08/16 30.0 Hrs

Date	Gross	FIT	SIT	FICA	Medic	SDI	Advance	Other Deducts
07/29/16	299.42	0.00	0.00	18.56	4.34	2.69	0.00	0.00
YTD	8056.85	125.94	8.47	499.53	116.82	72.51	0.00	0.00

Day	Hours	Quantity	Desc	Rate	Gross	Ent#	Operation Desc	Memo
Fri 07/22	10.00		HRS x	5.0000 = TM	50.00	200	HARVESTING	
Fri 07/22	10.00	69.0000	FLAT/ x	1.4000 =	96.60	200	HARVESTING	
Sat 07/23	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Sat 07/23	10.00	71.0000	FLAT/ x	1.4000 =	99.40	200	HARVESTING	
Sat 07/23	1.00		HRS x	3.4200 =	3.42	200	ADDL REST PE	

BERRY GROWERS

FERNANDEZ BROTHERS, INC. - PAYROLL

106739

EIN: 743063877 Pay period 07/03 thru 07/09/16 Check Date: 07/15/16 Check #106739 \$723.08 Hours: 98.50  
 Emp #6715 REGINA GONZALEZ GOMEZ 1217 E ALISAL ST SALINAS CA 93905 SSN: 5847  
 Sick Leave Hours: Used 0.0 Hrs Available 08/08/16 27.3 Hrs

Date	Gross	FIT	SIT	FICA	Medic	SDI	Advance	Other Deducts
07/15/16	800.64	9.10	0.00	49.64	11.61	7.21	0.00	0.00
YTD	6989.70	120.13	8.47	433.37	101.35	62.91	0.00	0.00

Day	Hours	Quantity	Desc	Rate	Gross	Ent#	Operation Desc	Memo
Tue 07/05	10.00		HRS x	5.0000 = TM	50.00	200	HARVESTING	
Tue 07/05	10.00	93.0000	FLAT/ x	1.4000 =	130.20	200	HARVESTING	
Wed 07/06	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Wed 07/06	10.00	92.0000	FLAT/ x	1.4000 =	128.80	200	HARVESTING	
Thu 07/07	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Thu 07/07	10.00	77.0000	FLAT/ x	1.4000 =	107.80	200	HARVESTING	
Fri 07/08	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Fri 07/08	10.00	72.0000	FLAT/ x	1.4000 =	100.80	200	HARVESTING	
Sat 07/09	8.75		HRS x	5.0000 =	43.75	200	HARVESTING	
Sat 07/09	8.75	56.0000	FLAT/ x	1.4000 =	78.40	200	HARVESTING	
Sat 07/09	1.00		HRS x	10.8900 =	10.89	200	ADDL REST PE	

BERRY GROWERS

FERNANDEZ BROTHERS, INC. - PAYROLL

106346

EIN: 743063877 Pay period 06/19 thru 06/25/16 Check Date: 07/01/16 Check #106346 \$623.42 Hours: 83.50  
 Emp #6715 REGINA GONZALEZ GOMEZ 1217 E ALISAL ST SALINAS CA 93905 SSN: 5847

Date	Gross	FIT	SIT	FICA	Medic	SDI	Advance	Other Deducts
07/01/16	681.71	0.00	0.00	42.27	9.88	6.14	0.00	0.00
YTD	5247.32	87.82	8.47	325.34	76.08	47.22	0.00	0.00

Day	Hours	Quantity	Desc	Rate	Gross	Ent#	Operation Desc	Memo
Mon 06/20	10.00		HRS x	5.0000 = TM	50.00	200	HARVESTING	
Mon 06/20	9.05	76.0000	FLAT/ x	1.4000 =	106.40	200	HARVESTING	
Mon 06/20	0.95	8.0000	UNCL/ x	1.6500 =	13.20	200	HARVESTING	
Wed 06/22	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Wed 06/22	10.00	83.0000	FLAT/ x	1.4000 =	116.20	200	HARVESTING	
Thu 06/23	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Thu 06/23	10.00	75.0000	FLAT/ x	1.4000 =	105.00	200	HARVESTING	
Fri 06/24	10.00		HRS x	5.0000 =	50.00	200	HARVESTING	
Fri 06/24	10.00	80.0000	FLAT/ x	1.4000 =	112.00	200	HARVESTING	
Sat 06/25	1.25		HRS x	5.0000 =	6.25	200	HARVESTING	
Sat 06/25	1.25	9.0000	FLAT/ x	1.4000 =	12.60	200	HARVESTING	
Sat 06/25	1.00		HRS x	10.0600 =	10.06	200	ADDL REST PE	

BERRY GROWERS



JS-CAND 44 (Rev. 07/16)

**CIVIL COVER SHEET**

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

REGINA GONZALES GOMEZ and FIDEL GUERRERO  
COMOFORT, individually and on behalf of others similarly situated,

(b) County of Residence of First Listed Plaintiff MONTEREY  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Gregory N. Karasik KARASIK LAW FIRM (SBN 115834)  
11835 West Olympic Boulevard, Suite 1275  
Los Angeles, California 90064

**DEFENDANTS**

FERNANDEZ BROTHERS, INC. and DOES 1 through 10,

County of Residence of First Listed Defendant Monterey  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.  
Attorneys (If Known)

**II. BASIS OF JURISDICTION (Place an "X" in One Box Only)**

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)**

	PTF	DEF	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT (Place an "X" in One Box Only)**

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input checked="" type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input checked="" type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input checked="" type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input checked="" type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input checked="" type="checkbox"/> 195 Contract Product Liability <input checked="" type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input checked="" type="checkbox"/> 310 Airplane <input checked="" type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input checked="" type="checkbox"/> 330 Federal Employers' Liability <input checked="" type="checkbox"/> 340 Marine <input checked="" type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input checked="" type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input checked="" type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input checked="" type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input checked="" type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input checked="" type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor/Management Relations <input checked="" type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input checked="" type="checkbox"/> 462 Naturalization Application <input checked="" type="checkbox"/> 465 Other Immigration Actions	<input checked="" type="checkbox"/> 422 Appeal 28 USC § 158 <input checked="" type="checkbox"/> 423 Withdrawal 28 USC § 157 <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input checked="" type="checkbox"/> 861 HIA (1395ff) <input checked="" type="checkbox"/> 862 Black Lung (923) <input checked="" type="checkbox"/> 863 DIWC/DIWW (405(g)) <input checked="" type="checkbox"/> 864 SSID Title XVI <input checked="" type="checkbox"/> 865 RSI (405(g))	<input checked="" type="checkbox"/> 375 False Claims Act <input checked="" type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input checked="" type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input checked="" type="checkbox"/> 450 Commerce <input checked="" type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input checked="" type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input checked="" type="checkbox"/> 891 Agricultural Acts <input checked="" type="checkbox"/> 893 Environmental Matters <input checked="" type="checkbox"/> 895 Freedom of Information Act <input checked="" type="checkbox"/> 896 Arbitration <input checked="" type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS		
<input checked="" type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input checked="" type="checkbox"/> 230 Rent Lease & Ejectment <input checked="" type="checkbox"/> 240 Torts to Land <input checked="" type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	<input checked="" type="checkbox"/> 440 Other Civil Rights <input checked="" type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input checked="" type="checkbox"/> 443 Housing/Accommodations <input checked="" type="checkbox"/> 445 Amer. w/Disabilities-Employment <input checked="" type="checkbox"/> 446 Amer. w/Disabilities-Other <input checked="" type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input checked="" type="checkbox"/> 463 Alien Detainee <input checked="" type="checkbox"/> 510 Motions to Vacate Sentence <input checked="" type="checkbox"/> 530 General <input checked="" type="checkbox"/> 535 Death Penalty <b>Other:</b> <input checked="" type="checkbox"/> 540 Mandamus & Other <input checked="" type="checkbox"/> 550 Civil Rights <input checked="" type="checkbox"/> 555 Prison Condition <input checked="" type="checkbox"/> 560 Civil Detainee-Conditions of Confinement	<input checked="" type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input checked="" type="checkbox"/> 871 IRS-Third Party 26 USC § 7609		

**V. ORIGIN (Place an "X" in One Box Only)**

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation-Transfer
- 8 Multidistrict Litigation-Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 USC Section 1854

Brief description of cause:  
Class action claims of farm workers for unpaid wages

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S), IF ANY (See instructions):**

JUDGE DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)  SAN FRANCISCO/OAKLAND  SAN JOSE  EUREKA-MCKINLEYVILLE

DATE: 03/31/2017

SIGNATURE OF ATTORNEY OF RECORD: s/ Gregory N. Karasik



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."
- Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Fernandez Brothers Owe Strawberry Harvesters Unpaid Wages](#)

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