



1 Plaintiff R. Alexander Acosta, United States Secretary of Labor, and  
2 Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio Harvest, Inc.,  
3 and Dana Bart Fisher Jr., have agreed to resolve the disputes between them in this  
4 civil action and consent to the entry of this consent judgment as provided below.  
5 Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio Harvest, Inc.,  
6 and Dana Bart Fisher Jr. agree to the terms of this consent judgment for settlement  
7 purposes only.

8 **I. BACKGROUND**

9 On March 15, 2017, a van carrying seven farm workers on their way to  
10 Fisher Ranch's fields overturned, killing one worker and injuring six others. The  
11 California Highway Patrol investigation disclosed that the fatality resulted from a  
12 blown out tire and a seat belt that had been removed. The report also disclosed that  
13 the van had a bald tire (apart from the tire that blew out), two wheels did not have  
14 all lug nuts properly securing the wheels to the van, and the driver did not have a  
15 commercial driver's license and his license had been suspended. The workers  
16 were recruited and hired by Fernando Pinedo and his company, Healthy  
17 Harvesting, while the van with the missing seat belt was owned by Jose Pinedo,  
18 Fernando Pinedo's uncle, and owner of JY Harvesting Inc.

19 Under the Migrant and Seasonal Agricultural Protection Act ("MSPA"), 29  
20 U.S.C. § 1801, et seq., all persons who recruit and furnish agricultural workers to  
21 work for a grower must register as a farm labor contractor ("FLC") with the  
22 Department of Labor ("DOL"). FLCs that transport farmworkers must be  
23 approved to do so by the DOL, the vehicles they use must be inspected and  
24 certified and they must maintain certain levels of insurance. Although Fernando  
25 Pinedo/Healthy Harvesting was registered as an FLC to recruit and hire workers,  
26 neither he, nor his uncle, Jose Pinedo, was authorized to transport them.

1 Fisher Ranch contracted for labor to be furnished by Healthy Harvesting,  
2 who then caused the workers to be transported daily from Calexico, California, to  
3 fields owned or controlled by Fisher Ranch in Southern California for its harvests.

4 MSPA was originally enacted, in part, to address the low wages and unsafe  
5 working conditions suffered by many agricultural workers, particularly the high  
6 occurrence of vehicle accidents that killed or injured many workers because they  
7 were driven in unsafe vehicles or by persons who lacked drivers' licenses or the  
8 ability to drive safely. MSPA requires all persons who transport agricultural  
9 workers for their employers to undergo a medical examination, possess a valid  
10 driver's license, drive a vehicle that meets certain safety requires, and maintain  
11 sufficient insurance to cover damage to persons or property. When these  
12 prerequisites are met, the DOL will certify a farm labor contractor as  
13 "transportation authorized."

14 **II. STATEMENT BY THE PARTIES:**

15 A. The Secretary filed a complaint alleging that all Defendants violated  
16 the Migrant and Seasonal Agricultural Worker Protection Act.

17 B. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
18 Harvest, Inc., and Dana Bart Fisher Jr., waive formal service and acknowledge  
19 receipt of a copy of the Secretary's Complaint.

20 C. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
21 Harvest, Inc., and Dana Bart Fisher Jr., waive their answers and any defenses to the  
22 Secretary's Complaint.

23 D. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
24 Harvest, Inc., and Dana Bart Fisher Jr., agree that the Court has jurisdiction over  
25 the parties and subject matter of this civil action and that venue lies in the United  
26 States District Court for the Central District of California.

27 E. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
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1 Harvest, Inc., and Dana Bart Fisher Jr., acknowledge that they and any individual,  
2 agent, or entity acting on their behalf or at their direction have notice of, and  
3 understand, the provisions of this Consent Judgment.

4 F. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
5 Harvest, Inc., and Dana Bart Fisher Jr., agree to resolve all allegations against them  
6 in the Secretary's Complaint.

7 G. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
8 Harvest, Inc., and Dana Bart Fisher Jr., agree to the entry of this Consent Judgment  
9 without contest.

10 H. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
11 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that they contracted with  
12 Healthy Harvesting to furnish agricultural workers for their broccoli harvest in  
13 Blythe and melon harvests in Yuma, Arizona and throughout California since at  
14 least 2016.

15 I. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
16 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that Healthy Harvesting was  
17 not authorized to transport workers.

18 J. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
19 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that Healthy Harvesting  
20 transported workers from Calexico to Blythe every day to harvest broccoli for  
21 Defendants during the 2016 and 2017 harvests, and these workers depended on the  
22 transportation provided by Healthy Harvesting to get to the fields. These workers  
23 lived long distances from Defendants' fields, the fields were far from public  
24 transportation, and the workers did not have access to a personal car.

25 K. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
26 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that they failed to take steps  
27 to determine if Healthy Harvesting was authorized to transport workers, had the  
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1 required insurance, and was transporting workers safely, by licensed drivers, in  
2 vehicles that met required safety standards when they hired it.

3 L. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
4 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that they employed the  
5 workers furnished by Healthy Harvesting for their broccoli and melon harvests in  
6 2016 and 2017.

7 M. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
8 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that they failed to request or  
9 receive any payroll records for the workers furnished by Healthy Harvesting, nor  
10 did they maintain any such payroll records for these workers.

11 N. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
12 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that they failed to pay the  
13 workers furnished by Healthy Harvesting for all hours worked in that workers were  
14 not paid for the time spent at the beginning of the day while waiting for the crop to  
15 de-ice.

16 O. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
17 Harvest, Inc., and Dana Bart Fisher Jr., do not contest that they failed to pay the  
18 workers furnished by Healthy Harvesting the wages promised, and disclosed, to the  
19 workers, when they failed to pay them for time spent waiting for the crop to de-ice.

20 P. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
21 Harvest, Inc., and Dana Bart Fisher Jr., agree that they presently only hire FLCs  
22 who are transportation authorized to furnish their agricultural workers and will  
23 continue to do so.

24 **III. JUDGMENT**

25 Therefore, upon motion of the attorneys for the Secretary, and for cause  
26 shown, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that pursuant  
27 to Section 502 of MSPA, 29 U.S.C. § 1852, Defendants Fisher Ranch, LLC, Fisher  
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1 Ranch Corporation, Del Rio Harvest, Inc., and Dana Bart Fisher Jr., their officers,  
2 agents, servants, employees, successors and all persons in active concert or  
3 participation with them are permanently enjoined and restrained from violating  
4 MSPA in any of the following manners:

5 1. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
6 Harvest, Inc., and Dana Bart Fisher Jr. shall not, contrary to MSPA §§ 201(a) and  
7 301(a), fail to disclose to all migrant and seasonal agricultural workers who work  
8 for them information regarding their wages and working conditions, including rates  
9 of pay and location of work, as set forth in 29 C.F.R. §§ 500.75 and 500.76;

- 10 a. Defendants shall require all FLCs who furnish workers to  
11 them to provide Defendants with a written list of the  
12 disclosures the FLC has made to these workers;
- 13 b. Defendants must secure a copy of these disclosures prior to  
14 any worker beginning work so that Defendants can take  
15 steps to ensure that the FLC is complying with its  
16 obligations under MSPA;
- 17 c. Defendants shall distribute a copy of these disclosures to  
18 the workers prior to them beginning work for Defendants  
19 and must include the amounts workers are charged for  
20 transportation;
- 21 d. Defendants shall distribute to their FLCs a copy of the  
22 attached Exhibit B “Farm Workers’ Rights to Accurate  
23 Information about the Job.” Defendants’ FLCs should then  
24 distribute Exhibit B to the workers prior to the workers  
25 beginning work for Defendants.
- 26 e. Defendants shall take steps to ensure that their FLCs have  
27 made the disclosures to the workers at the time they recruit  
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1 the worker as required by 29 C.F.R. §§ 500.75 and 500.76;  
2 2. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
3 Harvest, Inc., and Dana Bart Fisher Jr. shall not, contrary to MSPA §§ 202(a) and  
4 302(a), 29 U.S.C. §§ 1822(a) and 1832(a), and 29 C.F.R. § 500.81, fail to pay,  
5 when due, all wages owed to migrant and seasonal agricultural workers whom they  
6 employ;

- 7 a. Defendants must take steps to ensure that workers are paid  
8 for all hours they present themselves as available to work  
9 including any time spent waiting for the crops to be ready  
10 to be harvested, waiting to check in, and waiting to  
11 complete paperwork;  
12 b. The wages rates paid to workers must be computed based  
13 on the rate disclosed to the workers as set forth in paragraph  
14 1;  
15 c. Amounts charged to workers for transportation that were  
16 not previously disclosed must be treated as an illegal  
17 deduction and must be repaid;  
18 d. Defendants shall cure any underpayments within the  
19 following two pay periods;

20 3. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
21 Harvest, Inc., and Dana Bart Fisher Jr., shall not, contrary to MSPA §§ 201(d) and  
22 301(c), 29 U.S.C. §§ 1821(d) and 1831(c) fail to make, keep or maintain all time  
23 and pay records;

- 24 a. Defendants shall obtain a copy of the time and payroll  
25 records from the FLC at the time each payroll is made, i.e.,  
26 if the workers are paid for pay period January 1 – 7, 2018  
27 on January 8, 2018, Defendants must receive a copy of that  
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1 payroll on January 8, 2018.

2 4. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
3 Harvest, Inc., and Dana Bart Fisher Jr., shall not, contrary to MSPA § 402, 29  
4 U.S.C. § 1842(b), and 29 C.F.R. §500.71, hire, use or employ any person to  
5 perform FLC activities (including recruiting, soliciting, hiring, or transporting  
6 migrant or seasonal agricultural workers) who does not possess a valid FLC or  
7 FLC employee Certificate of Registration from the Secretary authorizing those  
8 FLC activities;

9 a. Defendants shall review each FLC's Certificate before  
10 entering into any contract with that FLC;

11 5. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
12 Harvest, Inc., and Dana Bart Fisher Jr., shall not, contrary to MSPA §  
13 401(b)(1)(A)-(C), 29 U.S.C. §§ 1841(b)(1)(A)-(C), use or cause to be used  
14 vehicles for the transportation of migrant or seasonal agricultural workers without  
15 failing to (a) ensure that each driver providing transportation to migrant or seasonal  
16 agricultural workers has a valid and appropriate driver's license; (b) ensure that  
17 motor vehicles that are identified by the FLCs to be used to transport migrant or  
18 seasonal agricultural workers conform to MSPA's vehicle safety standards  
19 (certification by the California Highway Patrol that the vehicle is fit for such use  
20 shall serve as compliance); and (c) have the required minimum level of insurance.

21 a. Defendants shall require all FLCs to provide the VIN  
22 number of all vehicles that will be used to transport workers  
23 prior to beginning work and an inspection report showing  
24 that the vehicle meets DOL's safety requirements set forth  
25 in 29 C.F.R. §§ 500.100(a), 500.104, and 500.105  
26 (certification by the California Highway Patrol that the  
27 vehicle is fit for such use shall serve as compliance).

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- b. Defendants shall not fail to ascertain all persons who are employed by the FLCs to transport workers, are authorized to transport, are competently able to inspect the vehicle to ensure it meets DOL safety standards as set forth in 29 C.F.R. §§ 500. 104 and 500.105, possess a valid driver’s license, and have passed the required medical exam required when driving any vehicle other than a passenger automobile;
- c. Defendants shall maintain all vehicle inspection reports and records showing the names of the drivers with copies of their drivers licenses and medical forms for three years and make these records available to the representatives of the Department of Labor upon their request;

6. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio Harvest, Inc., and Dana Bart Fisher Jr., shall not request, solicit, suggest, or coerce, directly, or indirectly, any employee to return or to offer to return to the Defendants or to someone else for the Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this judgment or MSPA; nor shall Defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this consent judgment or MSPA; nor shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has cooperated with the Secretary’s investigation, testified against Defendants, or received or retained money due to him from Defendants under the provisions of this judgment or MSPA.

1           7. Defendants Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio  
2 Harvest, Inc., and Dana Bart Fisher Jr., jointly and severally, shall not continue to  
3 withhold payment of \$21,168.00, which represents the back wages hereby found to  
4 be due for the Subject Period under MSPA, to the employees named in the attached  
5 Exhibit A in the amounts set forth therein.

6           8. **IT IS FURTHER ORDERED AND ADJUDGED** that Defendants  
7 Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio Harvest, Inc., and Dana  
8 Bart Fisher Jr., shall not fail to ensure that all FLCs who furnish agricultural  
9 workers are transportation authorized and are compliant with the transportation and  
10 safety requirements established by MSPA.

- 11                   a. These FLCs must, upon being hired and at reasonable  
12 times thereafter, provide Defendants the VIN of any  
13 vehicle used to transport workers, a list of designated  
14 drivers and proof that each designated driver  
15 possesses the appropriate driver's license as required  
16 by law.

17           9. Defendants shall monitor all FLCs to determine compliance with  
18 MSPA. Defendants will conduct at least two random and unannounced audits of  
19 each FLC during work, at the peak and end of the 2018 and 2019 seasons.  
20 Defendants shall ensure that it has audited at least one FLC at each major location  
21 at which it cultivates and/or harvests crops. Any FLCs that has one or more crews  
22 with compliance issuances during one of the two audits will be subject to a third  
23 random audit during that year and if the FLC has not corrected the violations, that  
24 FLC shall be terminated.

25           10. The field audit process will be as follows:

- 26                   a. Identify a team of people to conduct the audit  
27                   b. On the selected day of the audit, review the prior date's  
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time records to identify all contractors/crews performing work.

c. On the date of each audit randomly select at least 3 motor vehicles used to transport workers for each FLC and inspect the tires, including tread depth, seatbelts, breaking lights, headlights, tail lights, and signal lights to ensure they function properly, and that the seats are securely fastened to the vehicle.

d. For each crew performing work, interview a minimum of 4 employees for every crew. The workers should be interviewed away from the presence of their crew leader, foreman or supervisor, and should be asked the following:

- i. How did you get to work?
- ii. Where did you come from?
- iii. Driver's name
- iv. Driver's position (employee v. supervisor)
- v. Number of co-workers transported
- vi. Fee that was collected, if applicable
- vii. Base rate of pay
- viii. Regular pay day

e. If any employees were transported by a supervisor/crew leader, then an audit of the crew leader will be conducted, and the following documents requested from the crew leader:

- i. Valid state and federal contractor license with transportation endorsement
- ii. Valid driver's license
- iii. Doctor certificate
- iv. Proof of insurance
- v. Vehicle inspection sticker

1 f. Visual inspection of the work area for any vehicles that  
2 are not passenger automobiles that can transport 7 or more passengers.  
3 If the driver of the vehicle is deemed to meet the definition of a farm  
4 labor contractor, then an audit of the driver will be conduct similar to  
5 section “e” above.

6 g. Any and all records created during the audits shall be  
7 maintained for a period of three years and made available to  
8 representatives of the Department of Labor upon their request.

9 11. Defendants shall inform the FLCs of any MSPA compliance issues  
10 revealed by the monitoring and corrective action recommended.

11 12. Defendants shall confirm that FLCs maintain business auto liability  
12 insurance that shall be no less than the amounts set forth in 29 C.F.R. § 500.121  
13 which is currently \$100,000 for each seat in the vehicle.

14 a. Prior to commencing the work and thereafter upon  
15 renewal or replacement of each certified coverage, the FLC shall  
16 furnish Defendants with a certificate(s) of insurance, executed by a  
17 duly authorized representative of each insurer, showing compliance  
18 with the insurance requirements set forth above.

19 13. Defendants shall distribute the following Notice of Farmworker’s  
20 Rights Under Federal Law, attached hereto as Exhibit C, during the beginning and  
21 the peak of the season to all workers, including those hired directly and through  
22 FLCs, on their first day of work, and, again, enclosed with their paycheck during  
23 the peak of the season. Defendants shall also post this Notice in areas workers  
24 frequent, including in the vehicles that transport them, the toilets, and where the  
25 workers eat lunch, drink water and take breaks. Defendants shall distribute this  
26 Notice for two years from the date this Consent Judgment is entered.

27 14. **IT IS FURTHER ORDERED AND ADJUDGED** that Fisher  
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1 Ranch, LLC, Fisher Ranch Corporation, Del Rio Harvest, Inc., and Dana Bart  
2 Fisher Jr., jointly and severally, shall pay to the Secretary the aforementioned sum  
3 of \$21,168.00, pursuant to MSPA §§ 202(a) and 302(a), 29 U.S.C. §§ 1822(a) and  
4 1832(a), for the Subject Period to the employees named in the attached Exhibit A  
5 in the amounts set forth therein.

6 15. IT IS FURTHER ORDERED that Fisher Ranch, LLC, Fisher Ranch  
7 Corporation, Del Rio Harvest, Inc., and Dana Bart Fisher Jr., shall pay the  
8 Secretary \$49,104.30 in Civil Money Penalties assessed by the U.S. Department of  
9 Labor under 29 U.S.C. § 1853 for Defendant's violations of MSPA and finally  
10 determined.

11 16. **JUDGMENT IS HEREBY ENTERED** in the amount of \$70,  
12 272.30 against Fisher Ranch, LLC, Fisher Ranch Corporation, Del Rio Harvest,  
13 Inc., and Dana Bart Fisher Jr., jointly and severally, and in favor of the Plaintiff,  
14 Secretary of Labor. Defendants shall pay the \$21,168 in back wages due under  
15 this Consent Judgment as set forth below. Defendants shall deliver all checks and  
16 documents required by this Consent Judgment to Assistant District Director  
17 Medina, Wage and Hour Division, United States Department of Labor, 770 The  
18 City Drive South, Suite 5710, Orange, California 92868 on or before the date due:

- 19 a. Within 15 days of entry of this Judgment, Defendants shall deliver a  
20 list containing the last known home address, social security, email  
21 address, and telephone number for each person named in the attached  
22 Exhibit A, if known.
- 23 b. Within 15 days of the entry of this Consent Judgment, Defendants  
24 shall make a certified or cashier's check or money order for \$21,168  
25 payable to "Wage & Hour Div., Labor." The words "Fisher  
26 Ranch/BWs" must be shown in the memo line.
- 27 c. The Secretary shall allocate and distribute the backwages to the  
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1 persons named in the attached Exhibit A, or to their estates if  
2 necessary, in his sole discretion. Any money not so paid within a  
3 period of three years from the date of its receipt, because of an  
4 inability to locate the proper persons or because of their refusal to  
5 accept it, shall be then deposited in the Treasury of the United States,  
6 as miscellaneous receipts.

7 d. Within 30 days of entry of this Consent Judgment, Defendants shall  
8 purchase at least three radio advertisements to run between 6:00 AM  
9 and 8:00 PM in two of the following radio stations:

- 10 i. 99.3 FM in El Centro, California
- 11 ii. 100.9 FM in El Centro, California
- 12 iii. 94.5 FM in El Centro, California/Yuma, Arizona
- 13 iv. 88.7 FM in El Centro, California
- 14 v. 104.5 FM in Yuma, Arizona

15 e. The advertisement referred to in paragraph (d) should include the  
16 following message in Spanish:

- 17 i. If you worked for Healthy Harvesting or JY Harvesting Inc.  
18 harvesting broccoli from November 2016 to March 2017 in  
19 Blythe, California or Palos Verdes, California you may be owed  
20 wages. Please contact Department of Labor at 415-625-7700.
- 21 ii. “Si usted trabajo para Healthy Harvesting o JY Harvesting Inc.  
22 cosechando brócoli en Blythe, California o Palos Verdes,  
23 California de Noviembre del 2016 a Marzo del 2017, puede ser  
24 que no se le hayan pagado todas sus horas y tenga derecho a  
25 recibir un pago adicional por estas horas. Por favor de llamar al  
26 Departamento de Trabajo al 415-625-7700.”

27 f. For the civil money penalties, Defendants shall make the check or  
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1 money order payable to the order of “Wage & Hour Div., Labor,” and  
2 shall list “CMPs” in the memo line.

3 17. Within 30 days of entry of this Consent Judgment, Defendants shall  
4 pay the \$49,104.30 in civil penalties due under this Consent Judgment by  
5 delivering a certified or cashier’s check or money order to Assistant District  
6 Director Medina. The check must be made payable to “Wage & Hour Div.,  
7 Labor,” and shall list “CMPs” in the memo line.

8 18. The filing, pursuit, and/or resolution of this proceeding with the filing  
9 of this Consent Judgment shall not act as or be asserted as a bar to any action under  
10 Section 16(b) of the Fair Labor Standards Act, 29 U.S.C. § 216(b), as to any  
11 employee not named on the attached Exhibit A, nor as to any employee named on  
12 Exhibit A for any period not specified therein.

13 19. Each party shall bear all fees and other expenses (including court  
14 costs) and attorneys’ fees that might be available under the Equal Access to Justice  
15 Act incurred by such party in connection with any stage of this proceeding to date.

16 20. Nothing in this Consent Judgment and Order is binding on any  
17 government agency other than the United States Department of Labor, Wage and  
18 Hour Division.

19 21. This Court shall retain jurisdiction of this action for purposes of  
20 enforcing compliance with the terms of the Consent Decree. The Plaintiff agrees  
21 that it will not oppose Defendants’ motion to vacate the Consent Judgment if it is  
22 filed at least five years after entry, and Defendants have complied with this  
23 Judgment.

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25 IT IS SO ORDERED.

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27 Dated this 25th day of July, 2018.

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/s/ Fernando M. Olguin  
\_\_\_\_\_  
NAME  
UNITED STATES DISTRICT JUDGE

Dated: 6/16/18



\_\_\_\_\_  
RONALD H. BARSAMIAN  
BARSAMIAN & MOODY, PC  
*Attorneys for Defendants Fisher Ranch  
LLC, Fisher Ranch Co., Del Rio  
Harvest, Inc.*

Dated: 7/20/2018

KATE S. O'SCANNLAIN  
Solicitor of Labor

JANET M. HEROLD  
Regional Solicitor

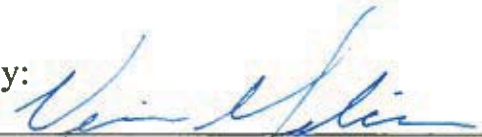
SUSAN SELETSKY  
Counsel for Wage and Hour Litigation

Dated: 6/6/18



\_\_\_\_\_  
DANA BART FISHER JR.,  
*On behalf of himself, individually*

By:



\_\_\_\_\_  
VERÓNICA MELÉNDEZ  
Abigail G. Daquiz  
Trial Attorneys

Attorneys for Plaintiff, U.S. Secretary of  
Labor

Dated: 6/6/18



\_\_\_\_\_  
DANA BART FISHER JR.,  
*On behalf of Fisher Ranch LLC, Fisher  
Ranch Co., Del Rio Harvest, Inc.*



# Exhibit A

## EXHIBIT A

	<b>First Name</b>	<b>Last Name</b>	<b>Total BWs Due</b>
1.	Jason	Allans	\$252.00
2.	Maria	Ambriz	\$252.00
3.	Sara	Andrade	\$252.00
4.	Cuauthemoc	Arvizo	\$252.00
5.	Hugo	Barraza	\$252.00
6.	Jose	Barrera	\$252.00
7.	Ernesto	Briones	\$252.00
8.	Jesus	Capado	\$252.00
9.	Petra	Carbajal	\$252.00
10.	Graciela	Carrillo	\$252.00
11.	Francisco	Castillo	\$252.00
12.	Reyna	Chavarria	\$252.00
13.	Jazmine	Camacho	\$252.00
14.	Jesus	Cortez	\$252.00
15.	Francisco	Davalos	\$252.00
16.	Concepcion	De Romero	\$252.00
17.	Maria	Encinas	\$252.00
18.	Rosa	Espinoza	\$252.00
19.	Jeorgina	Espinoza	\$252.00
20.	Edgar	Fonseca	\$252.00
21.	Carlos	Gallo	\$252.00
22.	Ricardo	Gallo	\$252.00
23.	Jaime	Garcia	\$252.00
24.	Jesus	Garcia	\$252.00
25.	Jose	Garcia	\$252.00

1	26.	Rosario	Garcia	\$252.00
2	27.	Juan	Garibaldi	\$252.00
3	28.	Yvonne	Garcia	\$252.00
4	29.	Ricardo	Gutierrez A	\$252.00
5	30.	Ricardo	Gutierrez J	\$252.00
6	31.	Juan	Guzman	\$252.00
7	32.	Angel	Haro	\$252.00
8	33.	Raymundo	Hernandez	\$252.00
9	34.	Ernesto A	Ibarra	\$252.00
10	35.	Sergio	Ibarra	\$252.00
11	36.	Dilcia	Jimenez	\$252.00
12	37.	David	Landa	\$252.00
13	38.	Ana	Leon	\$252.00
14	39.	Sonia Michelle	Lopez	\$252.00
15	40.	Ricardo	Macias	\$252.00
16	41.	Heraclio Marcos	Ramirez	\$252.00
17	42.	Meliton	Marcos	\$252.00
18	43.	Edith	Marquez	\$252.00
19	44.	Felipe	Martinez	\$252.00
20	45.	Juan	Martinez	\$252.00
21	46.	Miguel	Martinez	\$252.00
22	47.	Sujey	Mata	\$252.00
23	48.	Francisco	Medina	\$252.00
24	49.	Juan	Medina	\$252.00
25	50.	Michelle	Medina	\$252.00
26	51.	Juan	Medrano	\$252.00
27	52.	Yvonne	Mendez	\$252.00

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1	53.	Yolanda	Mendivil	\$252.00
2	54.	Karen	Monge	\$252.00
3	55.	Martina	Montoya	\$252.00
4	56.	Fernando	Moreno	\$252.00
5	57.	Richardo	Navarro	\$252.00
6	58.	Lidia	Navarrete	\$252.00
7	59.	Maria	Nunez	\$252.00
8	60.	Susan	Ojeda	\$252.00
9	61.	Fernando	Orozco	\$252.00
10	62.	Alvaro	Palafox	\$252.00
11	63.	Jose	Perez	\$252.00
12	64.	Alex	Rodriguez	\$252.00
13	65.	Cristina	Rodriguez	\$252.00
14	66.	Jose	Rodriguez	\$252.00
15	67.	Jose	Rodriguez G	\$252.00
16	68.	Juan	Ruvalcaba	\$252.00
17	69.	Diana	Sandoval	\$252.00
18	70.	Jose	Santiago	\$252.00
19	71.	James	Seabolt	\$252.00
20	72.	Moises	Soto	\$252.00
21	73.	Manuel	Tovar	\$252.00
22	74.	Orlando	Tovar	\$252.00
23	75.	Olivia	Valenciano	\$252.00
24	76.	Yiessel	Valenciano	\$252.00
25	77.	Cristian	Valenzuela	\$252.00
26	78.	Maria	Valenzuela	\$252.00
27	79.	Blanca	Vargas	\$252.00

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80.	Jesus	Vargas	\$252.00
81.	Jose	Verdugo	\$252.00
82.	Cristobal	Woo	\$252.00
83.	Patricia	Zamora	\$252.00
84.	Israel	Zazueta	\$252.00
	<b>Total:</b>		<b>\$21,168.00</b>

# Exhibit B

## ● Farm Workers' Rights to Accurate Information about the Job ●

Under Federal Law, as a farmworker you have the right to receive **accurate** information about the job you will be doing for the farm labor contractor or grower before you accept to work for them. You have the right to enforce the working conditions as offered to you.

The crew leader, foremen, supervisor, or employer **must** give you **answers** to these questions in **writing** in a language you understand:

### Ride to work?

- Will they give you a ride to and from work?
- Will you be charged for the ride?
- How much will you be charged?
- Who is collecting the fee?

### Do you need housing?

- Will there be housing available?
- What kind of housing?
- How much will you be charged for the housing?
- Any rules for living in the housing?

### What's the pay?

- How will you be paid and how much?
- By the hour?
- Or by piece rate?
- How many hours do they offer?
- When will you be paid?

### Is there workers' compensation?

- Will you be covered by worker's comp?
- What is the information for the workers' compensation insurance?
- What's the deadline to file a claim?

### Where are you working and with who?

- What is the address & location of where you will be working?
- What is the name of the company you will be doing work for?
- What dates will you be working there?
- What type of work will you be doing?
- What crops you will be working on?

### Are there other benefits?

- Bonuses? Sick days?
- Paid holidays?
- Any benefits under a collective bargaining agreement?

### Are you replacing workers on strike?

- Are workers engaged in a work stoppage?
- What about a strike?
- Why did workers do a work stoppage?
- Will you be replacing these workers?

### Other questions you may ask them:

- What tools will they give you to do the job?
- Will they give you rain gear?
- What's the policy regarding sexual harassment?

- Feel free to **ask** them **any questions** you may have **about the job** you will be doing so that you better understand the work.

### Questions or Concerns?

Call the **Department of Labor**  
at **1-866-487-9243**

Or

Call **EMPLEO**, a program that provides  
assistance to workers, at **1-877-552-9832**

If the vehicles, housing, or job is **unsafe** or you are being **shortchanged** on your wages,  
**don't stay quiet.** Contact any of the two numbers above for help.

## ● Derechos del Trabajador a Recibir Información Sobre el Trabajo ●

Bajo la Ley Federal, usted como trabajador del campo tiene derecho a recibir información **correcta** sobre el trabajo que va a hacer para el contratista o el rancharo antes de que usted acepte trabajar para ellos. Usted tiene el derecho a hacer cumplir y exigir las condiciones de trabajo como se las ofrecieron.

El líder de la cuadrilla, mayordomo, supervisor, o empleador deben de **darle respuestas** a las siguientes preguntas en el **idioma que usted mejor entienda**:

### ¿Raite al Trabajo?

- ¿Le van a dar un raite al trabajo?
- ¿Le van a cobrar por el raite?
- ¿Cuánto te le van a cobrar?
- ¿Quién le va a cobrar?

### ¿Vivienda?

- ¿Ofrecen un lugar donde vivir si tiene que viajar lejos?
- ¿Qué tipo de vivienda ofrecen?
- ¿Cuánto cobran por la vivienda?
- ¿Tienen reglas para vivir allí?

### ¿Cuánto pagan?

- ¿Cómo le van a pagar y cuánto?
- ¿Por hora?
- ¿Por contrato o tajo?
- ¿Cuántas horas de trabajo le van a dar?
- ¿Cuándo le pagan?

### ¿Compensación por accidentes?

- ¿Hay un seguro que cubra por compensación por accidentes laborales?
- ¿Cuál es la información del seguro?
- ¿Cuál es la fecha límite para presentar un reclamo por un accidente laboral?

### ¿Dónde va a trabajar y con quién?

- ¿Cuál es el domicilio y el lugar donde va a trabajar?
- ¿Cómo se llama el rancharo o contratista con el que va a trabajar?
- ¿Qué fechas va a trabajar allí?
- ¿Qué trabajo va a estar haciendo?
- ¿Con qué cultivo/plantío va a trabajar?

### ¿Qué beneficios ofrecen?

- ¿Bonos? ¿Días de enfermedad?
- ¿Días feriados pagados?
- ¿Hay otros beneficios bajo un contrato con una unión?

### ¿Va a trabajar donde hay un paro?

- ¿Los otros trabajadores hicieron un paro?
- ¿Están en huelga?
- ¿Por qué hicieron eso?
- ¿Va a tomar el lugar de esos trabajadores?

### ¿Otras preguntas?

- ¿Le van a dar las herramientas que necesita para hacer el trabajo?
- ¿Le van a dar ropa para la lluvia?
- ¿Cuáles son las pólizas con respecto al acoso sexual?

➤ No dude en hacer **cualquier otra pregunta** que tenga sobre el trabajo.

### ¿Preguntas o Dudas?

Llame al **Departamento de Trabajo** al **1-866-487-9243**

O

Llame a **EMPLEO**, una línea de ayuda para los trabajadores, al **1-877-552-9832**

Si los vehículos, la vivienda, o el trabajo **no son seguros** o si **no le están pagando** todo su salario, **no se quede callado**. Por favor llame a uno de estos números para obtener ayuda.



# Exhibit C

## ● Notice of Farmworkers' Rights under the Law ●

The Department of Labor investigated a case where 1 farmworker died and 6 others were injured on their way to work in a car crash in Southern California. The van used by the farm labor contractor to take the workers to the fields overturned due to a tire blowing out. The van had at least one bald tire, two wheels did not have all lug nuts securing the wheels to the van, and one of the seatbelts had been removed. The driver also had a suspended license. Federal law prohibits contractors and growers from transporting farmworkers in unsafe vehicles driven by unlicensed drivers like the one here. You are receiving this Notice because the Department of Labor settled this case with Fisher Ranch, the grower for which the 7 farmworkers involved harvested for at the time of the accident.

### Under Federal law, as a farmworker employed by an FLC you have the right to:

#### Safe Transportation

- When an FLC provides transportation, you have the right to commute in a vehicle that is properly maintained and safe. For example, with functioning seat belts, doors, lights, breaks, and without bald tires.
- To commute in an insured vehicle driven by a licensed driver.
- To ask the driver for a blue card showing he/she is registered to drive with the Department of Labor, if the driver works for a contractor.
- Your right to a safe commute applies regardless of whether the contractor or grower uses a bus or the foreman or crew leader have you commuting in a truck, van, or car.

#### Full payment of your wages

- To be paid the wage rate you were told about when you were informed about the job. The rate cannot be below minimum wage.
- To be paid on time all of the wages you earned during the pay period.
- To receive with your wages a paystub listing your earnings, piece rate, deductions, & hours worked.
- To refuse to buy any goods sold by the employer, foremen, supervisor, or crew leader.
- To be paid for any time you spend waiting for the crops to be ready for harvest, waiting to check in or to complete paperwork.

#### Safe Housing

- When an FLC provides housing, you have the right to receive written information, at the time you are informed about the job, about the housing provided: 1) who is providing the housing, 2) contact information of the person in charge of the housing, 3) rent, 4) rules, and 5) charges for utilities, meals, and other services.
- To live in a habitable place that for example is not overcrowded, does not have structural or electrical problems and has running hot and cold water.
- To easy access to written information about the housing's rules, if any.

It is **your right to assert** them and to demand that the contractor or grower respect your rights. It is **against the law**, for the contractor or grower to blackmail you, fire you, suspended you, discipline you, or in any other manner retaliate against you for exercising your rights.

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If something is **UNSAFE** or you wages are being **SHORTCHANGED**, **don't stay quiet**. Call:

- The Department of Labor at **1-866-487-9243**
- Or EMPLEO, a program that provides assistance to workers, at **1-877-552-9832**

## ● **Derechos de los Trabajadores Agrícolas bajo la Ley** ●

El Departamento de Trabajo investigo un accidente automovilístico donde un trabajador del campo murió y otros 7 más resultaron heridos cuando iban en camino al trabajo en el Sur de California. La van que uso el contratista para llevar a los trabajadores se volcó al reventarse una llanta. Además, por lo menos una llanta estaba lisa, dos ruedas no tenían todas las tuercas/birlos, y habían quitado uno de los cinturones de seguridad. La Ley Federal les prohíbe a los contratistas y rancheros transportar trabajadores al campo en vehículos inseguros como el que uso este contratista. Usted está recibiendo este Aviso porque el Departamento de Trabajo resolvió este caso con Fisher Ranch, el rancho para el cual los 7 trabajadores que se accidentaron cosechaban.

### **Bajo la Ley Federal, como trabajador del campo trabajando con un contratista tiene el derecho:**

#### A un transporte seguro

- Cuando un contratista proporciona un vehículo para transportarlo, usted tiene el derecho a ir al trabajo en un vehículo seguro y con buen mantenimiento: con cinturones, puertas, luces, y frenos que sirvan, y sin llantas lisas.
- A ir al trabajo en un vehículo con seguridad y con un chofer con licencia de manejar.
- A pedirle al chofer que le enseñe una tarjeta azul que indica que está registrado para manejar con el Departamento de Trabajo, si el chofer trabaja para un contratista.
- Usted tiene el derecho a un transporte seguro ya sea que el rancho o contratista use un autobús o el mayordomo o líder de la cuadrilla lo tengan viajando en una troca, van, o carro.

#### A que le paguen todo su salario

- A que le paguen el salario que le prometieron, que no puede ser menos que el salario mínimo.
- A que le paguen a tiempo todo el salario que gano en la semana o quincena.
- A recibir un talón de cheque que tenga sus ganancias, salario, horas trabajadas, y deducciones.
- A negarse a comprar cosas que venda el mayordomo, contratista, supervisor, o líder de la cuadrilla.
- A que se le pague el tiempo que tenga que esperar porque la cosecha no está lista o por llenar formas.

#### A una vivienda habitable

- Cuando el contratista le proporciona un lugar para vivir, usted tiene el derecho a recibir por escrito sobre: 1) quien va a proveer la vivienda, 2) datos sobre la persona a cargo de la vivienda, 3) la renta, 4) reglas, y 5) cobros por comida, luz, agua, u otros servicios. Esta información se la tienen que dar cuando le avisan del trabajo, antes de que empiece a trabajar.
- A vivir en un lugar habitable que por ejemplo tenga agua caliente y fría, no este atiborrada de personas, no tenga problemas eléctricos o fallas estructurales.
- A tener acceso a las reglas de la vivienda por escrito, si existen reglas.

Usted está en su **derecho de ejercer estos derechos** y exigirle al contratista o al rancho de que sus derechos sean respetados. Un contratista o rancho actúa **en contra de la Ley** si lo ficha, lo despide, disciplina, suspende, o toma represalias de cual quiera otra forma porque usted ejerció sus derechos.

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Si algo pone en **riesgo su seguridad** o **no le pagaron** sus horas, **no se quede callado**. Llame:

- Al Departamento de Trabajo al **1-866-487-9243**
- EMPLEO, un programa que ayuda a los trabajadores, al **1-877-552-9832**