

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

WEST PALM BEACH DISTRICT

Case No. _____

11-9094

CIV-MIDDLEBROOKS

**MAGISTRATE JUDGE
BANDSTRA**

Carmelina Martinez,
Jorgelia Velasquez,
Esther Ramos, and
Maria Ester Escobar Torres,
individually and on behalf of
all others similarly situated,

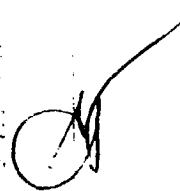
Plaintiffs,

vs.

Complaint--Class Action

Mecca Farms, Inc.,
Medrano Harvesting & Packing, Inc.,
Maria Medrano,
Candido Packing, Inc.,
Candido Munoz, Inc.,
Candido Munoz,
A-Z Grading & Packing, Inc., and
Ruben Munoz

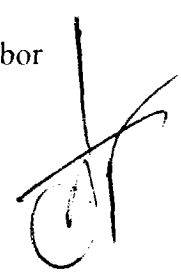
Defendants.

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COMPLAINT FOR DAMAGES,
DECLARATORY RELIEF, LITIGATION COSTS AND ATTORNEY'S FEES

PRELIMINARY STATEMENT

1. This is an action by four packinghouse workers on behalf of themselves and their co-workers to redress and vindicate rights afforded them by the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. §§ 1801-1872 (1999) ("AWPA"), and the Fair Labor



Standards Act, 29 U.S.C. §§ 201-219 (1998) ("FLSA") for work performed between 1996 and 2001, inclusive, at Mecca Farms, Inc.'s Lantana, Florida packinghouses.

2. The Plaintiffs bring this action on behalf of themselves and other similarly-situated current and former packinghouse employees for the Defendants' violations of the AWPAs record keeping, wage statement, and wage payment provisions. Plaintiffs also seek to recover the minimum and overtime wages due them under the FLSA.

3. The Plaintiffs seek to address these violations of law through money damages, declaratory relief, and attorneys' fees on behalf of themselves and others similarly situated.

JURISDICTION

4. Jurisdiction is conferred upon this Court by 29 U.S.C. § 1854 (a), this action arising under the AWPAs; by 29 U.S.C. § 216 (b), this action arising under the FLSA; and by 28 U.S.C. § 1337, this action arising under Acts of Congress regulating commerce.

5. The Court is empowered to grant declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

6. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)(1)-(2), (c) because all of the Defendants reside in the district, the events or omissions giving rise to the claim occurred in the district, and all the Defendant corporations are subject to personal jurisdiction in this district.

PARTIES

7. At all times relevant to this action, the Plaintiffs were migrant agricultural workers within the meaning of the AWPAs, 29 U.S.C. § 1802 (8) (A) and 29 C.F.R. § 500.20 (p), in that

they were employed in agricultural employment of a seasonal nature and were required to be absent overnight from their respective permanent places of residence.

8. At all times relevant to this action, each of the Plaintiffs was employed in interstate commerce, as defined by the FLSA.

9. Defendant Mecca Farms, Inc. is a Florida corporation, based in Lantana, Palm Beach County, Florida. Defendant Mecca Farms, Inc. grows vegetables in and around Palm Beach and Martin counties and packs tomatoes and vegetables in Lantana, Florida for sale in interstate commerce. At all times relevant to this action, Defendant Mecca Farms, Inc. was an employer or joint employer of the Plaintiffs, within the meaning of the FLSA, 29 U.S.C. § 203 (d), and was an agricultural employer of the Plaintiffs and other class members within the meaning of the AWP, 29 U.S.C. § 1802 (2).

10. Defendant Medrano Harvesting & Packing, Inc. is a Florida corporation based in Lake Worth, Palm Beach County, Florida. Medrano Harvesting & Packing, Inc. served as the corporate entity through which Defendant Maria Medrano conducted her farm labor contracting business. At all times relevant to this action, Defendant Medrano Harvesting & Packing, Inc. acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7), in that, for a fee, it recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the meaning of the AWP. At various times relevant to this action, Defendant Medrano Harvesting & Packing, Inc. was an employer or joint employer of Plaintiffs Carmelina Martinez, Jorgelia Velasquez and Esther Ramos, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

11. Defendant Maria Medrano, is an individual residing in Lake Worth, Florida, and is

the director of Medrano Harvesting & Packing, Inc. At all times relevant to this action, Defendant Maria Medrano acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7), in that, for a fee, she recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the meaning of the AWP. At various times relevant to this action, she was an employer or joint employer of Plaintiffs Carmelina Martinez, Jorgelia Velasquez and Esther Ramos, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

12. Defendant Candido Packing, Inc. is a Florida corporation based in Lake Worth, Palm Beach County, Florida. Defendant Candido Packing, Inc. served as one of the corporate entities through which the Defendant Candido Munoz conducted his farm labor contracting business. At all times relevant to this action, Defendant Candido Packing, Inc. acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7), in that, for a fee, it recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the meaning of the AWP. At various times relevant to this action, Defendant Candido Packing, Inc. was an employer or joint employer of Plaintiff Carmelina Martinez, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

13. Defendant Candido Munoz, Inc. is a Florida corporation based in Lake Worth, Palm Beach County, Florida. Defendant Candido Munoz, Inc. served as one of the corporate entities through which Defendant Candido Munoz conducted his farm labor contracting business. At all times relevant to this action, Defendant Candido Munoz, Inc. acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7), in that, for a fee, it recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the

meaning of the AWP. At various times relevant to this action, Defendant Candido Munoz, Inc. was an employer or joint employer of Plaintiff Carmelina Martinez, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

14. Defendant Candido Munoz, is an individual residing in Lake Worth, Florida, and is the director of Candido Packing, Inc. At all times relevant to this action, Defendant Candido Munoz acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7), in that, for a fee, he recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the meaning of the AWP. At various times relevant to this action, he was an employer or joint employer of Plaintiff Carmelina Martinez, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

15. Defendant A-Z Grading & Packing, Inc. is a Florida corporation based in Lake Worth, Palm Beach County, Florida. Defendant A-Z Grading & Packing, Inc. served as the corporate entity through which Defendant Ruben Munoz conducted his farm labor contracting business. At all times relevant to this action, Defendant A-Z Grading & Packing, Inc. acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7), in that, for a fee, it recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the meaning of the AWP. At various times relevant to this action, Defendant A-Z Grading & Packing, Inc. employed Plaintiff Maria Ester Escobar Torres, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

16. Defendant Ruben Munoz, is an individual residing in Lake Worth, Florida, and is the director of A-Z Grading & Packing, Inc. At all times relevant to this action, Defendant Ruben Munoz acted as a farm labor contractor within the meaning of the AWP, 29 U.S.C. § 1802 (7),

in that, for a fee, he recruited, solicited, hired, furnished or transported agricultural workers for agricultural employment within the meaning of the AWPAA. At various times relevant to this action, he was an employer or joint employer of Plaintiff Maria Esther Escobar Torres, within the meaning of the FLSA, 29 U.S.C. § 203 (d).

CLASS ACTION ALLEGATIONS

17. All claims set forth in Counts I-IV are brought by the Plaintiffs on behalf of themselves and all other similarly situated persons pursuant to Fed. R. Civ. P. 23 (b)(3).

18. The named Plaintiffs in Count I seek to represent a class consisting of all migrant agricultural workers employed or jointly employed by Defendant Mecca Farms, Inc. in its packing houses from October 1996 through November 2001, inclusive (“General Class”).

19. The named Plaintiffs in Count II seek to represent a sub class consisting of all migrant agricultural workers furnished by Defendants Medrano Harvesting & Packing, Inc., or Maria Medrano to Defendant Mecca Farms, Inc. for packinghouse labor between October 1996 through November 2001, inclusive (“Medrano Sub Class”).

20. The named Plaintiff in Count III seeks to represent a sub class consisting of all migrant agricultural workers furnished by Defendants Candido Packing, Inc., Candido Munoz, or Candido Munoz to Defendant Mecca Farms, Inc. for packinghouse labor between October 1996 through November 2001, inclusive (“Candido Munoz Sub Class”).

21. The named Plaintiff in Count IV seeks to represent a sub class consisting of all migrant agricultural workers furnished by Defendants A-Z Grading & Packing, Inc. or Ruben Munoz to Defendant Mecca Farms, Inc. for packinghouse labor between October 1996 through

November 2001, inclusive (“Ruben Munoz Sub Class”).

22. Only the Defendants know the precise number of individuals in each of the class and sub classes. The General Class is believed to include over 200 individuals. Each sub class is believed to include over 50 individuals. The class and each of the sub classes are comprised of indigent migrant workers who are not fluent in the English language. The relatively small size of the individual claims and the indigence of the class and sub class members make the maintenance of separate actions by each class and sub class member economically infeasible. Joinder of all class and sub class members is impracticable.

23. There are questions of fact common to the class and subclasses. The common questions of fact include whether the Defendants made, kept, and preserved payroll records, provided wage statements and paid wages when due in accordance with the AWPA.

24. There are questions of law common to the class and sub classes. These common legal questions include whether Defendant Mecca Farms, Inc. is an employer or joint employer of the Plaintiffs and whether the Defendants’ actions violated the AWPA, and whether the class and sub class members are entitled to overtime wages for any time worked in excess of forty hours in a workweek.

25. The claims of the named Plaintiffs are typical of those of the members of the class and sub classes, and these typical, common claims predominate over any questions affecting only individual class and sub class members. The named Plaintiffs have the same interests as do the other members of the class and sub classes and will vigorously prosecute these interests on behalf of the class and sub classes.

26. The Plaintiffs’ counsel have handled numerous class actions in the federal courts,

including class actions under AWPAs. The Plaintiffs' counsel are prepared to advance litigation costs necessary to vigorously litigate the action.

27. A class action under Rule 23 (b)(3) is superior to other available methods of adjudicating this controversy, inter alia:

a. The common issues of law and fact, as well as the relatively small size of the individual class and sub class members' claims, substantially diminish the interest of members of the class and sub classes in individually controlling the prosecution of separate actions;

b. Many members of the class and sub classes are unaware of their rights to prosecute these claims and lack the means or resources to secure legal assistance;

c. There has been no litigation already commenced against the Defendants by the class and sub class members to determine the questions presented;

d. It is desirable that the claims be heard in this forum because the Defendants reside in this judicial district; and

e. A class action can be managed without undue difficulty because the Defendants have regularly committed the violations complained of herein, and are required by law to maintain detailed records concerning each class and sub class member.

COUNT I

Migrant and Seasonal Agricultural Worker Protection Act (General Class)

28. This count sets forth a claim by the Plaintiffs and members of the General Class for damages and declaratory relief to the AWPAs violations and its attendant regulations by the Defendants.

29. The Plaintiffs reallege and incorporate by reference the allegations set forth in paragraphs 1 through 27 of the complaint

30. At all times relevant to this action, the Defendants failed to make, keep and maintain records regarding the work of the Plaintiffs and other class members as required by the AWPA, 29 U.S.C. § 1821 (d)(1), and its attendant regulations, 29 C.F.R. § 500.80 (a). Among other things, the Defendants failed to make, keep and maintain records accurately reflecting the number of compensable hours worked.

31. In violation of the AWPA, 29 U.S.C. § 1821 (d)(2), and its attendant regulations, 29 C.F.R. §500.80 (d), the Defendants failed to provide the Plaintiffs and the other class members each pay period with a written statement accurately showing the hours worked and other data required to be disclosed under the statute and its implementing regulations.

32. The Defendants failed to pay the Plaintiffs and the other class members their wages when due in violation of the AWPA, 29 U.S.C. § 1822 (a) and its attendant regulations, 29 C.F.R. § 500.72. Among other things, the Defendants failed to pay the Plaintiffs and other class members minimum wages due them under the FLSA, 29 U.S.C. § 206 (a)(1).

33. The violations of the AWPA and its attendant regulations as set forth in this count were the natural consequences of the conscious and deliberate actions of the Defendants and were intentional within the meaning of the AWPA, 29 U.S.C. § 1854 (c)(1).

34. As a result of the Defendants' violations of the AWPA and its attendant regulations as set forth in the count, the Plaintiffs and the other class members have suffered damages.

COUNT II
Migrant and Seasonal Agricultural Worker Protection Act
(Medrano Sub Class)

35. This count sets forth a claim by Plaintiffs Carmelina Martinez, Jorgelia Velasquez, and Esther Ramos and the other Medrano Sub Class members for damages and declaratory relief for violations of the AWPA and its attendant regulations by Defendants Medrano Harvesting & Packing, Inc. and Maria Medrano.

36. The Plaintiffs reallege and incorporate by reference the allegations set forth in paragraphs 1 through 34 of the complaint.

37. Defendants Medrano Harvesting & Packing, Inc. and Maria Medrano failed to pay the Plaintiffs Carmelina Martinez, Jorgelia Velasquez, and Esther Ramos and the other Medrano Sub Class members their wages when due, in violation of the AWPA, 29 U.S.C. § 1822 (a), and its attendant regulations, 29 C.F.R. § 500.72. Among other things, these Defendants failed to pay these Plaintiffs and the other Medrano Sub Class members overtime wages due them under the FLSA, 29 U.S.C. § 207 (a)(1).

38. The violations of the AWPA and its attendant regulations as set forth in this count were the natural consequences of the conscious and deliberate actions of Defendants Medrano Harvesting & Packing, Inc. and Maria Medrano and were intentional within the meaning of the AWPA, 29 U.S.C. § 1854 (c)(1).

39. As a result of the violations of the AWPA and its attendant regulations by Defendants Medrano Harvesting & Packing, Inc. and Maria Medrano as set forth in the count, Plaintiffs Carmelina Martinez, Jorgelia Velasquez, and Esther Ramos and the other Medrano Sub Class members have suffered damages.

COUNT III
Migrant and Seasonal Agricultural Worker Protection Act
(Candido Munoz Sub Class)

40. This count sets forth a claim by the Plaintiff Carmelina Martinez and the other Candido Munoz Sub Class members for damages and declaratory relief to violations of the AWPA and its attendant regulations by Defendants Candido Packing, Inc., Candido Munoz, Inc., and Candido Munoz.

41. The Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 39 of the complaint.

42. Defendants Candido Packing, Inc., Candido Munoz, Inc., and Candido Munoz failed to pay Plaintiff Carmelina Martinez and the other Candido Munoz Sub Class members their wages when due in violation of the AWPA, 29 U.S.C. § 1822 (a), and its attendant regulations, 29 C.F.R. § 500.72. Among other things, these Defendants failed to pay this Plaintiff and the other Candido Munoz Sub Class members overtime wages due them under the FLSA, 29 U.S.C. § 207 (a)(1).

43. The violation of the AWPA and its attendant regulation as set forth in this count were the natural consequences of the conscious and deliberate actions of Defendants Candido Packing, Inc., Candido Munoz, Inc., and Candido Munoz and were intentional within the meaning of the AWPA, 29 U.S.C. § 1854 (c)(1).

44. As a result of the violations of the AWPA and its attendant regulations as set forth in the count by Defendants Candido Packing, Inc., Candido Munoz, Inc., and Candido Munoz, Plaintiff Carmelina Martinez and the other Candido Munoz Sub Class members have suffered damages.

COUNT IV
Migrant and Seasonal Agricultural Worker Protection Act
(Ruben Munoz Sub Class)

45. This count sets forth a claim by the Plaintiff Maria Ester Escobar Torres and the other Ruben Munoz Sub Class members for damages and declaratory relief to violations of the AWPA and its attendant regulations by Defendants A-Z Grading & Packing, Inc., and Ruben Munoz.

46. The Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 44 of the complaint.

47. Defendants A-Z Grading & Packing, Inc., and Ruben Munoz failed to pay Plaintiff Maria Ester Escobar Torres and the other Ruben Munoz Sub Class members their wages when due in violation of the AWPA, 29 U.S.C. § 1822 (a), and its attendant regulations, 29 C.F.R. § 500.72. Among other things, these Defendants failed to pay this Plaintiff and the other Ruben Munoz Sub Class members overtime wages due them under the FLSA, 29 U.S.C. § 207 (a)(1).

48. The violation of the AWPA and its attendant regulation as set forth in this count were the natural consequences of the conscious and deliberate actions of Defendants A-Z Grading & Packing, Inc., and Ruben Munoz and were intentional within the meaning of the AWPA, 29 U.S.C. § 1854 (c)(1).

49. As a result of violations of the AWPA and its attendant regulations as set forth in this count by Defendants A-Z Grading & Packing, Inc., and Ruben Munoz, the Plaintiff Maria Ester Escobar Torres and the other Ruben Munoz Sub Class members have suffered damages.

COUNT V
Fair Labor Standards Act
(All Defendants)

50. This count sets forth a claim by the Plaintiffs for damages for the Defendants' violations of the minimum wage provisions of the FLSA from October 1996 through November 2001, inclusive.

51. The Plaintiffs reallege and incorporate by reference the allegations set forth in paragraphs 1 through 49 of the complaint.

52. At various times between 1996 and 2001, Plaintiffs Carmelina Martinez, Jorgelia Martinez, and Esther Ramos, and Maria Ester Escobar Torres were employed or jointly employed by Defendants Mecca Farms Inc., Medrano Harvesting & Packing, Inc., and Maria Medrano to work in the Mecca Farms packinghouse in Lantana, Florida.

53. At various times between 1996 and 2001, Plaintiff Carmelina Martinez was employed or jointly employed by the Defendants Mecca Farms Inc., Candido Packing, Inc., and Candido Munoz to work in the Mecca Farms packinghouse in Lantana, Florida.

54. At various times between 1996 and 2001, Plaintiff Maria Ester Escobar Torres was employed or jointly employed by Defendants Mecca Farms Inc., A-Z Grading & Packing, Inc., and Ruben Munoz to work in the Mecca Farms packinghouse in Lantana, Florida.

55. The Defendants violated the FLSA, 29 U.S.C. § 206 (a) by failing to pay the Plaintiffs the applicable minimum wage for every compensable hour of labor they performed.

56. At no time relevant to this action did the Defendants post in a conspicuous place a poster or other written statement advising the Plaintiffs of their right to the minimum wage under

the FLSA. Such posting is required by regulations issued under the FLSA, 29 C.F.R. § 516.4.

57. As a consequence of the Defendants' FLSA violations, the Plaintiffs are entitled to recover the unpaid minimum wages due them plus an additional equal amount in liquidated damages, pursuant to 29 U.S.C. § 216 (b).

COUNT VI

Fair Labor Standards Act

(Medrano Harvesting & Packing, Inc., Maria Medrano, Candido Packing, Inc.,
Candido Munoz, Inc., Candido Munoz, A-Z Grading & Packing, Inc., and Ruben Munoz)
("Contractor Defendants")

58. This count sets forth a claim by the Plaintiffs for damages for violations of the overtime provisions of the FLSA from October 1996 through November 2001, inclusive, by Defendants Medrano Harvesting & Packing, Inc., Maria Medrano, Candido Packing, Inc., Candido Munoz, Inc., Candido Munoz, A-Z Grading & Packing, Inc., and Ruben Munoz ("Contractor Defendants").

59. The Plaintiffs reallege and incorporate by reference the allegations set forth in paragraphs 1 through 57 of the complaint.

60. At various times between 1996 and 2001, Plaintiffs Carmelina Martinez, Jorgelia Martinez, and Esther Ramos, and Maria Ester Escobar Torres were employed by Defendants Medrano Harvesting & Packing, Inc., and Maria Medrano to work in packinghouses, including one operated by Mecca Farms, Inc. in Lantana, Florida.

61. At various times between 1996 and 2001, Plaintiff Carmelina Martinez was employed by the Defendants Candido Packing, Inc. and Candido Munoz to work in packinghouses, including one operated by Mecca Farms, Inc. in Lantana, Florida.

62. At various times between 1996 and 2001, Plaintiff Maria Ester Escobar Torres was employed by Defendants A-Z Grading & Packing, Inc. and Ruben Munoz to work in packinghouses, including one operated by Mecca Farms, Inc. in Lantana, Florida.

63. The Contractor Defendants failed to pay overtime wages as required by the FLSA, 29 U.S.C. § 207 (a) throughout the period they employed the Plaintiffs to work in packinghouses, including one operated by Mecca Farms, Inc. in Lantana, Florida.

64. At no time relevant to this action did the Contractor Defendants post in a conspicuous place a poster or other written statement advising the Plaintiffs of their right to overtime wages under the FLSA. Such posting is required by regulations issued under the FLSA, 29 C.F.R. § 516.4.

65. As a consequence of the Contractor Defendants' FLSA violations, the Plaintiffs are entitled to recover the unpaid overtime wages due them plus an additional equal amount in liquidated damages, pursuant to 29 U.S.C. § 216 (b).

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs pray that this Court will enter an order:

- (a) Certifying the case as a class action in accordance with Rule 23(b)(3) of the Federal Rules of Civil Procedure with respect to the claims set forth in Counts I, II, III, and IV;
- (b) Declaring that the Defendants have intentionally violated the AWPAs, as set forth in Count I;
- (c) Granting judgment for the Plaintiffs and the other General Class members and against

the Defendants, jointly and severally, on the AWPA claims as set forth in Count I and awarding each of the workers his or her actual damages or statutory damages of \$500, whichever is greater, for every violation of the AWPA and its attendant regulations set forth in the count;

(d) Declaring that Defendants Medrano Harvesting & Packing, Inc. and Maria Medrano have intentionally violated the AWPA, as set forth in Count II;

(e) Granting judgment for Plaintiffs Carmelina Martinez, Jorgelia Velasquez, and Ester Ramos and the other Medrano Sub Class members and against Defendants Medrano Harvesting & Packing, Inc. and Maria Medrano, jointly and severally, on the AWPA claims as set forth in Count II and awarding each of the workers his or her actual damages or statutory damages of \$500, whichever is greater, for every violation of the AWPA and its attendant regulations set forth in the count;


(f) Declaring that Defendants Candido Packing, Inc., Candido Munoz, Inc., and Candido Munoz have intentionally violated the AWPA, as set forth in Count III;

(g) Granting judgment for Plaintiff Carmelina Martinez and the other Candido Munoz Sub Class members and against Defendants Candido Packing, Inc., Candido Munoz, Inc., and Candido Munoz, jointly and severally, on the AWPA claims as set forth in Count III and awarding each of the workers his or her actual damages or statutory damages of \$500, whichever is greater, for every violation of the AWPA and its attendant regulations set forth in the count;

(h) Declaring that Defendants A-Z Grading & Packing, Inc. and Ruben Munoz have intentionally violated the AWPA, as set forth in Counts IV;

- (i) Granting judgment for Plaintiff Maria Ester Escobar Torres and the other Ruben Munoz Sub Class members and against Defendants A Z Grading & Packing, Inc. and Ruben Munoz, jointly and severally, on the AWPAs claims as set forth in Counts IV and awarding each of the workers his or her actual damages or statutory damages of \$500, whichever is greater, for every violation of the AWPAs and its attendant regulations set forth in the count;
- (j) Granting judgment for the Plaintiffs and against the Defendants, jointly and severally, on the FLSA claims as set forth in Count V and awarding each of the Plaintiffs her unpaid minimum wages and an equal amount as liquidated damages;
- (k) Declaring that the Defendants have violated the FLSA as set forth in Counts V.
- (l) Granting judgment for the Plaintiffs and against the Contractor Defendants, jointly and severally, on the FLSA claims as set forth in Count VI and awarding each of the Plaintiffs her unpaid overtime wages and an equal amount as liquidated damages;
- (m) Declaring that the Contractor Defendants have violated the FLSA as set forth in Counts VI.
- (n) Awarding the Plaintiffs the costs of this action;
- (o) Awarding the Plaintiffs reasonable attorney's fee with respect to the FLSA claims and the claims under the wage payment provisions of the AWPAs;
- (p) Granting such further relief as this Court deems just and equitable.

Respectfully submitted,


Cathleen D. Caron

Florida Bar Number 0468266
Gregory S. Schell
Florida Bar Number 787199
Migrant Farmworker Justice Project
508 Lucerne Avenue
Lake Worth, FL 33460
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Email: Cathleen@floridalegal.org
Email: Greg@floridalegal.org

Attorneys for Plaintiffs

CIVIL COVER SHEET

01-9096

ired use

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement any law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States, is to be used by the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THIS FORM.)

(a) PLAINTIFFS

Martinez, Carmelina
Velasquez, Jorgelia
Ramos, Esther
Esobar Torres, Maria Ester
(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Palm Beach
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

Mecca Farms, Inc.
Medrano Harvesting & Packing
Maria Medrano A-Z Grading & Packing
Candido Packing, Inc. Ruben Munoz
Candido Munoz
Candido Munoz
(c) COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Palm Beach
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Migrant Farmworker Justice Project
508 Lucerne Ave. Lake Worth, FL 33460
561-582-3921

ATTORNEYS (IF KNOWN)

HWPB/01-9096-CV-DMNTRES

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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 type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. 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
- 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury Med. Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 A PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deposition <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities' Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions A OR B
A REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Tons to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	A CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing, Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other: Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	A LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	B SOCIAL SECURITY <input type="checkbox"/> 861 RIA 1395ff <input type="checkbox"/> 862 Back Living 1920 <input type="checkbox"/> 863 DIWC DIWW 1405gg <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI 1405gg FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Violations of the Migrant and Seasonal Agricultural Worker Protection Act 29 USC s. 1801 and the Fair Labor Standards Act 29 USC s. 201.

LENGTH OF TRIAL via ___ days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: YES NO

VIII. RELATED CASE(S) (See instructions):

IF ANY None

JUDGE

DOCKET NUMBER

DATE

12/20/01

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 715541 AMOUNT 150.00 APPLICING IFP

JUDGE MIDDLEBROOKS MAG. JUDGE FES