

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 01-9013-Civ. RYSKAMP/VITUNAC

LUZ-CARRANZA, et al.,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

Class Action Complaint

v.

MECCA FARMS, INC., et al.,

Defendants.

**MECCA FARMS' MOTION FOR PARTIAL SUMMARY JUDGMENT  
AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT THEREOF**

Defendant, Mecca Farms, Inc. ("Mecca Farms"), by and through its undersigned counsel, and pursuant to Fed. R. Civ. P. 56(b), moves for partial summary judgment (the "Motion") on Counts I, II and IV of Plaintiffs' Amended Complaint [D.E. 18]. As set forth below, those claims that accrued prior to November 19, 1999, more than two years before the original filing of this lawsuit, are barred by the applicable statute of limitations, and Mecca Farms is entitled to judgment as a matter of law on them. This motion is not addressed to Count III; nor is it addressed to claims accruing after November 19, 1999.<sup>1</sup>

In support of this Motion, Mecca Farms submits the Memorandum of Law set forth herein.

<sup>1</sup> Count III is brought by three individuals (in their individual capacity, not as class representatives) seeking damages for bodily injuries suffered in a motor vehicle accident on the way to work. (Amended Complaint ¶¶ 38, 39, 41, 44). Count III is a claim for benefits arising out of an accident that occurred within the limitation of actions period. (See Amended Complaint ¶ 41).

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## Memorandum of Law in Support of Motion

### **I. Introduction and Factual Background.**

The original complaint in this action was filed on November 19, 2001. In the latest iteration of the complaint, plaintiffs allege that they are seasonal agricultural workers who, at various times between 1997 and November 2001, were “jointly employed” by Mecca Farms, and farm labor contractors, M. Sanchez & Son, Inc., Maria T. Sanchez and Rogerio T. Rodriguez (collectively referred to as “the Contractors”) (Amended Complaint ¶¶ 2, 9-11). They contend that they were employed to assist in cultivating, preparing and harvesting tomatoes and other crops in Lantana, Florida. (Amended Complaint ¶ 2, 8). Plaintiffs allege that in the relevant time period, they were paid less than the federally mandated minimum wage for their labor in violation of the Fair Labor Standards Act, 29 USC §201, *et seq.* (the “FLSA”) and the Migrant and Seasonal Agricultural Worker Protection Act, 29 USC § 1801, *et seq.* (“MSPA”). (Amended Complaint ¶¶ 1, 2). Plaintiffs also contend that Mecca Farms and the Contractors failed to pay or to ensure payment of Social Security taxes on behalf of the Plaintiffs so that they could receive credit for their labor. (Amended Complaint ¶ 2).

Counts I and II specifically allege that the defendants violated MSPA in various ways, including failures to maintain wage records and fully compensate plaintiffs. Count IV alleges that defendants violated FLSA by failing to fully compensate plaintiffs or supplement plaintiffs’ piece-rate earnings to raise these earnings to the minimum wage. In Counts I and II, plaintiffs assert that the purported violations of MSPA were the “natural consequences” of the deliberate actions of the defendants and were thus, intentional, as the term is defined under MSPA. Plaintiffs, however, do not allege any willful violations of FLSA in Count IV. Plaintiffs seek monetary damages, declaratory relief, and attorney’s fees for each count, pursuant to FLSA,

MSPA, and *Fla. Stat.* § 448.08. (Amended Complaint ¶ 3 and Plaintiffs' Rule 26 Disclosures, attached to this Motion as Exhibit "1").

Counts I, II and IV seek damages for actions that occurred between 1997 and November, 2001. As discussed below, the claims set forth in Counts I, II and IV that accrued prior to two years before the filing of this suit (that is, before November 19, 1999) are barred by the applicable statute of limitations. Accordingly, Mecca Farms requests that this Court grant summary judgment on all claims accruing prior to November 19, 1999.

## **II. Argument.**

### **A. Standard of Review.**

Summary judgment is proper when "there is no genuine issue as to any material fact and . . . the moving party is entitled to a judgment as a matter of law." Fed. R. Civ. P. 56(c). Rule 56 requires that summary judgment be entered against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial. See Celotex v. Catrett, 477 U.S. 317, 322 (1986). The substantive law governing the action determines whether the element is essential. See Anderson v. Liberty Lobby, 477 U.S. 242, 248 (1986).

A non-moving party having the burden of proof at trial cannot rest upon unsupported allegations but must show by admissible evidence the existence of a genuine factual dispute concerning an issue material to the movant's plea for judgment. See Celotex, 477 U.S. at 324. The non-moving party meets this burden by offering admissible evidence which could prove his or her claim at trial. See Anderson, 477 U.S. at 249-50. The non-moving party must proffer more than broadly sweeping allegations in order to establish a genuine issue as to material fact; he must come forward with "specific facts showing that there is a genuine issue for trial." See

Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986). Plaintiff may not defeat summary judgment with conclusory allegations. See Grigsby v. Reynolds Metals Co., 821 F.2d 590, 595-96 (11th Cir. 1987).

**B. The Statute of Limitations for Claims Brought Pursuant to The Fair Labor Standards Act is Two Years.**

Section 255 of the FLSA, 29 U.S.C. § 255 (a), is the statute of limitations applicable to plaintiffs' FLSA claims in Count IV. It provides in relevant part:

Any action commenced on or after May 14, 1947, to enforce any cause of action for unpaid minimum wages, unpaid overtime compensation or liquidated damages under the Fair Labor Standards Act ... may be commenced within two years after the cause of action accrued, and every such action shall be forever barred unless commenced within two years after the cause of action accrued, except that a cause of action arising out of a willful violation may be commenced within three years after the cause of action accrued. [emphasis supplied].

Clearly, the FLSA statute of limitations is two years unless the exception clause applies. The exception clause does not apply here because plaintiffs have not alleged that Mecca Farms intentionally violated FLSA. Thus, the applicable statute of limitations for Count IV is two years from the accrual of the plaintiffs' claim. As a consequence, all of the plaintiffs' claims accruing prior to November 19, 1999, two years before the lawsuit was filed, are barred. In other words, all FLSA claims accruing in 1997, 1998 and for the first eleven months and eighteen days of 1999 are barred. Accordingly, this Court should enter partial summary judgment on all FLSA causes of action that accrued prior to November 19, 1999.

**C. Plaintiffs' Migrant and Seasonal Agricultural Worker Protection Act Claims in Counts I and II are Also Subject to a Two-Year Statute of Limitations.**

**1. MSPA Does Not Contain An Express Statute of Limitations; Therefore, the Most Closely Analogous State Limitations Period Applies.**

Counts I and II of Plaintiffs' Amended Complaint seek money damages, declaratory relief and attorney's fees pursuant to the "wage payment provisions" of MSPA and *Fla. Stat.* § 448.08, for four violations of MSPA (record keeping, wage statements, wage payment and transportation). (Amended Complaint ¶¶ 25, 26, 27 and 28 and page 27 of Exhibit "1").

MSPA itself does not contain an express statute of limitations. However, the omission of limitations on actions does not mean that Congress intended to permit agricultural workers an unlimited amount of time in which to pursue redress. In *Del Costello v. International Brotherhood of Teamsters*, 462 U.S. 151, 155 (1983), the United States Supreme Court examined the limitations of actions under the Labor Management Relations Act, which like MSPA, contains no express statute of limitations. The Supreme Court stated:

As is often the case in federal civil law, there is no federal statute of limitations expressly applicable to this suit. In such situations, we do not ordinarily assume that Congress intended that there be no time limit on actions at all; rather, our task is to 'borrow' the most suitable statute or other rule of timeliness from some other source. We have generally concluded that Congress intended that the courts apply the most closely analogous statute of limitations under state law.

Id. at 158 [emphasis supplied]. The Court reasoned that the implied absorption of state statutes of limitations allows courts to work within a framework of familiar legal principles to resolve matters on which Congress has not spoken, but nonetheless, require judicial determination. Id. If applying a state statute of limitations does frustrate or interfere with the implementation of national policies, it is appropriate for a court to apply the statute of limitations of the most closely analogous statute under applicable state law. Id. at. 161. [emphasis supplied].

The Eleventh Circuit applied the teaching of Del Costello in Clark v. Coats & Clark, 865 F.2d 1237, 1241 (11<sup>th</sup> Cir. 1989). There, the plaintiff alleged interference with his rights in his pension plan, pursuant to §510 of ERISA, which (like MSPA) does not contain an express statute of limitations. The court stated:

When Congress has not established a time limitation for a federal cause of action, the settled practice has been to adopt a state time limitation as federal law if it is not inconsistent with federal law or policy to do so. *E.g.*, Wilson v. Garcia, 471 U.S. 261, 266-267 (1985)...When adopting a state statute of limitations, we first determine the essential nature of the claim under federal law and then focus on the period applicable to such a claim under the most analogous state law claim. *E.g.*, McGhee v. Ogburn, 707 F.2d 1312, 1315 (11<sup>th</sup> Cir. 1983), Braden v. Texas A&M University System, 636 F.2d 90, 92 (5<sup>th</sup> Cir. Unit A 1981); Franklin v. City of Marks, 439 F.2d 665, 669 (5<sup>th</sup> Cir. 1971).

Id.

It then examined a variety of potentially applicable statutes, including the statute relating to actions for breach of contract and the statute of limitations for actions related to personal injuries. Id. at 1242. Because the plaintiff's factual allegations related to his employment, the wages owed, and the damages sought by plaintiff, the court concluded that the plaintiff really sought equitable relief for a statutory violation and money damages for back wages. Id. In this circumstance, the most analogous state statute of limitations was Georgia Statute OCGA 9-3-22, which provided that "all actions for the recovery of wages, overtime, or damages and penalties accruing under laws respecting the payment of wages and overtime shall be brought within two years after the right of action has accrued." Georgia Statute, OCGA 9-3-22 [emphasis supplied]. Id. Under that statute, plaintiff's actions for wages that accrued more than two years prior to plaintiff's suit were barred and could not be recovered from the defendants. Id.<sup>2</sup>

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<sup>2</sup> In 1985, after it split off from the Eleventh Circuit, the Fifth Circuit examined the claims of 492 Mexican nationals suing a Texas growers association under the Farm Labor Contractor Registration Act, "FLCRA," (the predecessor act to the MSPA) and for violation of the grower's association's employment agreement with the Mexican nationals. Salazar-Calderon v. Presidio Valley Farmers Association, 765 F.2d 1334, 1337 (5<sup>th</sup> Cir. 1985). The Fifth Circuit

**2. This Court Should Apply the Two Year Statute of Limitations Period in Section 95.11(4)(c), Fla. Stat. to Plaintiffs' MSPA Claims.**

As noted above, MSPA, has no express statute of limitations. However, in Barajas v. Bermudez, 43 F.3d 1251, 1257 (9<sup>th</sup> Cir. 1994), the Ninth Circuit addressed the question of whether courts should adopt a uniform state law borrowing source for the limitations of MSPA actions, concluding that MSPA is simply too broad to require courts to uniformly characterize MSPA claims for state law borrowing purposes. Id. at 1257. The court's analysis indicated that depending on the circumstances alleged, different borrowing sources could be used to limit actions brought pursuant to MSPA.

The Barajas court stated:

As indicated above, [MSPA] is broad enough to encompass more than one state law cause of action. A claim brought exclusively under the record keeping provisions of the Act would not easily be analogized to any common law cause of action, and in the absence of a precise state statutory analogue, application for the limitations period contained in state law provisions governing "liability created by statute" might well be appropriate if otherwise consistent with the policies animating the federal statute...Not all claims under [MSPA], however, are of this nature. A claim for failure to pay wages *as promised* brought exclusively under the "Working Arrangements" provisions of [MSPA], for example, might be characterized as contractual in nature...whereas a claim for injuries suffered in an automobile accident brought under the Act's motor vehicle safety provisions might be characterized as sounding in tort...Indeed, the court's search for the most appropriate state law cause of action from which to borrow the statute of limitations is a particularly fact-bound inquiry.

Id. at 1258 [citations omitted, emphasis supplied]. The Ninth Circuit thus ruled that the trial court must determine the "essence" of the plaintiffs' claims in order to determine the most analogous state statute of limitations. Id. This requires a comprehensive analysis of the

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divided the plaintiffs' claims into two categories: contract claims and claims for violation of FLCRA. Id. at 1339. As FLCRA also did not have an express statute of limitations, the Fifth Circuit reviewed the plaintiffs' allegations, examined Texas statutes of limitations and held that the most analogous Texas statute of limitations was the two-year statute for actions on debts not evidenced by a contract in writing. Id. at 1351. All claims arising two or more years prior to plaintiffs' suit were barred. Id.

allegations in plaintiffs' complaint. Id.

In Barajas, plaintiffs alleged that the defendant made specific promises as to the amount of pay, the minimum hours and the cost of the transportation that would be supplied. Id. at 1258. While the plaintiffs also alleged that the breach of these promises violated the wage payment provisions of MSPA, the court found that the wage payment provisions were "intertwined" with the breach of contract claims and were not the principal focus or "essence" of the plaintiffs' case.<sup>3</sup> Unlike the plaintiff in Clark, who had alleged wages were due to him, the Barajas plaintiffs had taken great care to allege specific oral promises made by the labor contractors to induce migrant workers to work for them. Further, the plaintiffs concentrated their allegations on the damage caused by the labor contractors' broken promises, rather than damages arising out of violations of MSPA. On that set of facts, the Ninth Circuit ruled that the MSPA claims in the Barajas case were in essence, claims for breach of oral promises related to employment. Id. Having decided that the facts of the Barajas complaint amounted to MSPA claims for breach of an oral agreement, the Ninth Circuit applied a three-year statute of limitations for actions on an oral contract. Id. at 1260.<sup>4</sup>

The plaintiffs in the instant case have not alleged breach of oral promises. Indeed, oral promises or contract terms are nowhere alleged in the Amended Complaint. Rather, plaintiffs claim in Counts I and II that they have not been fairly paid for their labor, that their labor has not been appropriately documented, and that defendants have denied plaintiffs social security credit for their labor. Therefore, the analogous Florida statute of limitations is Section 95.11(4)(c),

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<sup>3</sup> *E.g.* the record keeping claim arose because the plaintiffs had nothing to substantiate their claim that oral promises related to employment had been breached.

<sup>4</sup> The Ninth Circuit refused to find that the case was a statutorily modified contract claim and refused to apply a one-year statute of limitation. Id. at 1259. The court reasoned that a one-year statute of limitation might frustrate the national policy behind MSPA. Id. However, the two-year statute of limitation asserted by Mecca Farms, comports



which provides in relevant part:

TWO YEARS - ... (c) An action to recover wages or overtime or damages or penalties concerning payment of wages and overtime.

*Fla. Stat.* § 95.11(4)(c). “Wages” as contemplated by the statute, encompasses actions for “all remuneration for employment, including commissions and bonuses and the cash value of all remuneration paid in any medium other than cash.” *Gulf Solar v. Westfall*, 447 So.2d 363, 365 (Fla. 2d DCA 1985). Because, in essence Counts I and II are actions for the recovery of wages and benefits, Florida’s two-year statute of limitations governing such actions should apply to bar all causes of action that accrued prior to November 19, 1999.

Indeed, plaintiffs implicitly acknowledge the application of the Florida’s wage payment statute of limitations, by asserting an entitlement to attorneys’ fees under *Fla. Stat.* § 448.08 for its three MPSA claims: “The plaintiff seeks an award of costs and attorney’s fees with regard to the FLSA claims and pursuant to Fla. State. § 448.08 with regard to the claims under the wage payment provisions to the Migrant and Seasonal Agricultural Worker Protection Act.” (Exhibit 1 page 27). *Fla. Stat.* § 448.08 provides: “Attorney’s Fees for successful litigants in actions for unpaid wages. – The court may award to the prevailing party in an action for unpaid wages costs of the action and a reasonable attorney’s fee.” [emphasis supplied]. Plaintiffs’ claims under the wage payment provisions of MPSA therefore must impliedly be claims for wages; otherwise, the section cited by plaintiffs, which provides attorney’s fees for successful litigants in actions for unpaid wages, would not be available to plaintiffs.

The complaint itself also makes clear that the relevant counts of the complaint essentially seek recovery of unpaid wages. In Count I, plaintiffs allege that defendants failed to adequately

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with the wage payment provisions of the FLSA, which also has a two-year statute of limitation, and comports with any Florida employee’s right to recover wages within two years.

compensate plaintiffs in the amount of the federally mandated minimum wage. (Amended Complaint ¶ 2). Plaintiffs alternatively allege that defendants failed to supplement plaintiffs' pay such that it met the minimum wage for the piece-work plaintiffs performed as migrant workers. (Amended Complaint ¶ 27). They further allege that defendants failed to make, keep or maintain records regarding the work of plaintiffs reflecting the piecework units earned, compensable hours worked and the specific sums withheld from plaintiffs' wages and the purpose of the sum withheld. (Amended Complaint ¶ 25). Plaintiffs further still allege that defendants failed to provide each worker with a pay stub each pay period that accurately reflected piecework units, hours worked, sums withheld and the purpose of sums withheld. (Amended Complaint ¶ 26). Finally, they contend the defendants failed to transport plaintiffs to work in safe vehicles. (Amended Complaint ¶ 28). In addition to fines, plaintiff may also seek actual damages for violations of the MSPA wage payment provisions after completion of discovery. (See Exhibit 1, page 27). These claims principally relate to wages, working conditions and to the documentation the plaintiffs will need in order to prove the amount of their wage claim.

Count II seeks damages and declaratory relief for defendants' alleged failure to pay social security wages deducted from the plaintiffs' pay to the Social Security Administration so that the plaintiffs can be credited for their labor. (Amended Complaint ¶ 33). These claims inherently relate to the payment or recovery of wages and demonstrate that the essence of the plaintiffs' action is recovery of wages. By contending that the defendants failed to pay social security taxes, the plaintiffs effectively allege that they failed to receive their full wages as required by MSPA.

The plaintiffs have, in essence, alleged facts which relate to the recovery of wages. Plaintiffs seek wages that properly reflect plaintiffs labor, that are in conformity with the

minimum wage, and that give plaintiffs proper credit with the Social Security Administration. Nowhere in the Amended Complaint do plaintiffs allege the any type of an employment contract with Mecca Farms. Indeed, even if plaintiffs alleged that they had a contract with Mecca Farms, the terms of the contract may be consistent with the wages that were paid to them. As plaintiffs' claims cannot be construed as an action on an oral contract, the most analogous statute of limitation is not the four-year statute of limitations for actions on oral contracts.<sup>5</sup>

Moreover, this Court should not allow plaintiffs' MSPA claims to be governed by Florida's four-year statute of limitation relating to actions founded on statutory liability (*Fla. Stat.* § 95.11(3)(f)). This is because the essence of plaintiffs' claims relate to allegedly improper payment of wages. Finding that the two-year statute of limitations for recovery of wages enacted by the Florida Legislature applies to the plaintiffs' claims, which are intertwined with wage claims at issue here under MSPA, comports with the legislature's intent and avoids an incongruous result that non migrant employees alleging wage related claims would be faced with a two-year statute while migrant workers would enjoy an expanded time to assert their wage related claims.<sup>6</sup>

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<sup>5</sup> The statute of limitations on oral contract, *Fla. Stat.* 95.11 (3) (k) states, "FOUR YEARS – a legal or equitable action on a contract, obligation or liability not founded on a written instrument, including an action for the sale and delivery of good wares, and merchandise, and on store accounts."

<sup>6</sup> In *Monceviour Hypolite v. Gorday*, 1990 WL 80684 (S.D. Fla. 1990), an unpublished decision by Magistrate Judge Johnson, the court refused to grant a motion to dismiss a complaint on the ground that it was barred by the statute of limitations. The plaintiffs in *Monceviour Hypolite* alleged recruiting, housing and transportation violations when farm labor contractors induced the plaintiffs to travel from Dade County to Georgia for farm work without first securing Department of Labor Registration and the plaintiffs accepted employment on defendant's farm due to oral promises which were not fulfilled. *Id.* at \*1. The plaintiffs sued to recover statutory damages under the FLSA and MSPA. *Id.* at \*2 and \*11. Magistrate Judge Johnson found that the most analogous state statute of limitations for the plaintiffs' MSPA claims was Florida's four-year statute of limitations for actions founded on statutory liability or liability not founded on a written contract. *Id.* at 10. This case is neither binding nor authoritative precedent, and is not instructive due to the fact specific nature of the inquiry this Court must make. Additionally, the thrust of the plaintiffs' case, which included recruiting, housing and transportation violations, did not relate to wages and indeed, under the facts alleged in *Monceviour Hypolite*, Florida's wage statute of limitations would not have been the most analogous state statute of limitations – it does not appear that the wage statute of limitations was even argued before the Court. Thus, *Monceviour Hypolite* cannot and should not apply in the *sub judice*.

Because the essence of this action is the recovery of wages and benefits and because the Florida wage recovery statute of limitation is the most analogous statute of limitation, plaintiffs' claims under MSPA are subject to a two-year statute of limitation.

**4. Any of Plaintiffs' Causes of Action In Counts I and II That Accrued More Than Two Years Prior to the Filing of the Original Complaint is Barred.**

In their Amended Complaint, plaintiffs seek to recover damages that accrued up to four years and eleven and half months prior to the filing of plaintiffs' original Complaint. Mecca Farms, in this motion, does not ask this Court to decide whether any particular wage payment period falls within the statute of limitations. Rather, it asks only that the Court declare that the statute of limitations applicable to plaintiffs' claims in Counts I and II is two years. Because the plaintiffs' claims relate to the payment of wages, and because Florida has a statute of limitations directly on point that limits actions related to the payment of wages to two years, this Court should enter partial summary judgment for Mecca Farms and against plaintiffs on any cause of action set forth in Counts I and II that accrued more than two years prior to the filing of the original complaint.

Finally, even if plaintiffs' MSPA claims are not so intertwined such that one statute of limitations applies to all of the MSPA claims; to the extent that plaintiffs seek any wage or benefit through this action, any claim for wages or benefits should be governed by the Florida wage recovery statute of limitations and any cause of action that accrued before November 19, 1999 should be barred.

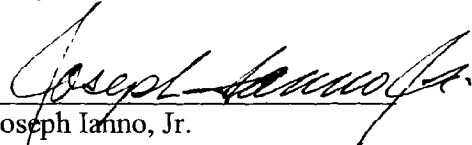
**VI. Conclusion**

For all the foregoing reasons, Mecca Farms requests that this Court enter partial summary judgment for Mecca Farms and against plaintiffs as to as any cause of action set forth in Counts

I, II and IV that accrued more than two years prior to the filing of the original complaint.

Respectfully submitted,

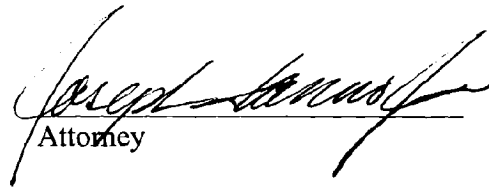
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**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing Defendant's Mecca Farms, Inc., Motion for Partial Summary Judgment was served via U.S. Mail this 4<sup>th</sup> day of October, 2002 to **Cathleen D. Caron, Esq.**, counsel for Plaintiffs, Migrant Farmworkers Justice Project, 508 Lucerne Avenue, Lake Worth, Florida 33460; and **Don R. Boswell, Esq.**, Counsel for Co-Defendants, Akers & Boswell, P.A., 2875 South Ocean Boulevard, Suite 200, Palm Beach, Florida 33480.

  
Attorney

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

WEST PALM BEACH DIVISION

Case No. 01-9013-CIV.-RYSKAMP  
Magistrate Judge Vitunac

Delma Luz Carranza,  
Francelia Hernandez,  
Virginia Perez,  
Hermelinda Ramos,  
Carlos Ramos,  
Adolfo Perez,  
Gloria Roblero,  
David Matias, and  
Rafael Gonzales  
individually and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

Complaint--Class Action

Mecca Farms, Inc.,  
M. Sanchez & Son, Inc.,  
Maria T. Sanchez, and  
Rogerio T. Rodriguez,

Defendants.

**PLAINTIFFS' INITIAL DISCLOSURES  
PURSUANT TO RULE 26(a)(1)**

In accordance with Rule 26(a)(1) of the Federal Rules of Civil Procedure, the Plaintiffs hereby make the following initial disclosures:



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**A. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the Plaintiffs may use to support their claims, unless solely for impeachment, and the subjects of that information:**

**Carlos Ramos (Plaintiff)**

Temporary Address: 4826 N. Springfield  
Chicago, IL 60625  
773-267-8749

Permanent Address: Pueblo Nuevo  
Malacatan, San Marcos, Guatemala  
011-502-777-0739

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1998-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Marcial Bartolon (witness)**

Temporary Address: Street address unknown  
Indiantown, FL 34956

Permanent Address: Tapachula, Tapachula, Chiapas, Mexico  
011-52-96252026

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Bulmaro Perez (witness)**

Temporary Address: Street address unknown  
Indiantown, FL 34956

Permanent Address: Chiquin, Tacana, San Marcos, Guatemala

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Adolfo Perez (plaintiff)**

Temporary Address: 14906 Indianmound Street  
Indiantown, FL 34956

Permanent Address: Pueblo Nuevo, Malacatan, San Marcos, Guatemala  
011-502-777-0179

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee in 2001.

Familiar with transportation arrangements, payment procedures, and general working conditions

**Macario Hernandez** (witness)

Temporary Address: 14906 Indianmound Street  
Indiantown, FL 34956  
Permanent Address: Nuevo Porvenir, Malacatan, San Marcos, Guatemala  
011-502-777-0739

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Hector Godinez** (witness)

Temporary Address: 17101 Magnolia Street  
Indiantown, FL 34956  
Permanent Address: Colonia Horizonte, Mazapa de Madero, Chiapas, Mexico  
011-52-964-10129

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1999-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Elfego Paz** (witness)

Temporary Address: Street address unknown  
Indiantown, FL 34956  
Permanent Address: Plan de Ayala, Pijijiapan, Chiapas, Mexico  
011-52-43608

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Aristeo Mejia** (witness)

Temporary Address: 14045 169<sup>th</sup> Drive  
Indiantown, FL 34956  
Permanent Address: Tierra Blanca, Mazapa de Madero, Chiapas, Mexico  
011-52-964-10485

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions



**Elsa Gonzalez (witness)**

Temporary Address: 14045 169<sup>th</sup> Drive  
Indiantown, FL 34956

Permanent Address: Poblado Cambil, Mazapa de Madero, Chiapas, Mexico

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Martina Mejia (witness)**

Temporary Address: 14045 169<sup>th</sup> Drive  
Indiantown, FL 34956

Permanent Address: Poblado Cambil, Mazapa de Madero, Chiapas, Mexico

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Magnolia Mejia (witness)**

Temporary Address: 14045 169<sup>th</sup> Drive  
Indiantown, FL 34956

Permanent Address: Poblado Cambil, Mazapa de Madero, Chiapas, Mexico

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Amadeo Mejia (witness)**

Temporary Address: 14045 169<sup>th</sup> Drive  
Indiantown, FL 34956

Permanent Address: Poblado Cambil, Mazapa de Madero, Chiapas, Mexico

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Sofia Vicente (witness)**

Temporary Address: 14506 174<sup>th</sup> Court  
Indiantown, FL 34956  
561-597-0150

Permanent Address: Ixchiguan, Ixchiguan, San Marcos, Guatemala  
011-502-776-8196

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-1999. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jesus Sanchez (witness)**

Temporary Address: 1580 Osceola St.  
Indiantown, FL 34956  
Permanent Address: Pantoja, Tejopilco, Mexico, Mexico  
011-52-716-11141

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Alejandra Ruiz (witness)**

Temporary Address: 15274 Seminole Rd  
Indiantown, FL 34956  
561-755-0771  
Permanent Address: Sinaloa, Sinaloa, Mexico  
011-52-787-84023

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Rosa R. (witness)**

Temporary Address: 15275 Seminole Rd  
Indiantown FL 34956  
561-755-0771  
Permanent Address: Sinaloa, Sinaloa, Mexico  
011-52-787-84023

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1999-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**David Herrera (witness)**

Temporary Address: Street address unknown  
Indiantown FL 34956  
Permanent Address: Toyutla, Puebla, Mexico  
011-52-964-10329

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-

2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Humberto Luna** (witness)

Temporary Address: 15025 Indianmound St.  
Indiantown, FL 34956

Permanent Address: Puruandiro, Michoacan, Mexico  
011-52-180-05243

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1998-2000. Familiar with transportation arrangements, payment procedures, and general working conditions

**Adela Saldana de la Cruz** (witness)

Temporary Address: 14551 SW Esperanza Street  
Indiantown, FL 34956  
561-597-2441

Permanent Address: Ecuador 108  
Josefa Sosia, Guadalupe, Monterrey, Mexico  
011-52-824-02326

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1999-2000. Familiar with transportation arrangements, payment procedures, and general working conditions

**Francelia Hernandez** (Plaintiff)

Permanent Address: 14507 Tumaini Box #18  
Indiantown FL 34956  
561-829-4215

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Virginia Perez Abad** (Plaintiff)

Permanent Address: 14507 Tumaini Box #18  
Indiantown, FL 34956  
561-829-4215

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2000. Familiar with transportation arrangements, payment procedures, and general working conditions

**Idolina Perez Gonzalez (witness)**

Temporary Address: 11500 SW Kanner Hwy Lot 424  
Indiantown, FL 34956  
561-260-7665

Permanent Address: Pijijiapan, Chiapas, Mexico  
011-52-964-43443

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Elvin Guillen Samayoa (witness)**

Temporary Address: 11500 SW Kanner Hwy Lot 424  
Indiantown, FL 34956

Permanent Address: Colina El Portal, Comalapa, Chiapas, Mexico  
011-52-963-21312

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1998-1999. Familiar with transportation arrangements, payment procedures, and general working conditions

**Eduardo Darinel Guillen Samayoa (witness)**

Temporary Address: 14128 Fox Rd  
Indiantown, FL 34956

Permanent Address: Calle Juan, 14325  
San Juan, Leon, Guanajuato, Mexico  
011-52-963-37321

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Angel Guillen Samayoa (witness)**

Temporary Address: 14128 Fox Rd  
Indiantown FL 34956

Permanent Address: Colonia El Portal, Comalapa, Chiapas, Mexico  
011-52-963-21312

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1998-2000. Familiar with transportation arrangements, payment procedures, and general working conditions

**Crescencio Contreras** (witness)

Temporary Address: 11500 SW Kanner Hwy, #306  
Indiantown FL 34956  
Permanent Address: 1528 Calle Matamoros  
Rio Verde, San Luis Potosi, Mexico  
011-52-487-70423

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1998-2000. Familiar with transportation arrangements, payment procedures, and general working conditions

**Vilda Velasquez** (witness)

Temporary Address: 15145 SW Fox Street  
Indiantown FL 34956  
561 597-1700  
Permanent Address: Chamaque, El Tumbador, San Marcos, Guatemala

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Noelinda Hernandez** (witness)

Temporary Address: 15841 SW 153<sup>rd</sup> Street  
Indiantown FL 34956  
Permanent Address: Colonia Cascada 96, Siltipec, Chiapas, Mexico  
011-52-960-15929

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Josefa Perez** (witness)

Temporary Address: P.O. Box 1601  
Indiantown FL 34956  
Permanent Address: Mayalan, Ixcan Grande, Quiche, Guatemala  
011-502-308-0786/2

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1999-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Italia Martin Perez** (witness)

Temporary Address: P.O. Box 1601

Indiantown FL 34956  
Permanent Address: Mayalan, Ixcán Grande, Quiché, Guatemala  
011-502-308-0786/2

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1998-1999. Familiar with transportation arrangements, payment procedures, and general working conditions

**Arturo Velazquez (witness)**

Temporary Address: Street address unknown  
Indiantown FL 34956  
Permanent Address: Ejido Toquian Grand, Tapachula, Chiapas, Mexico  
011-52-962-69078

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Irma Angel (witness)**

Temporary Address: Street address unknown  
Indiantown FL 34956  
Permanent Address: Ejido Toquian Grand, Tapachula, Chiapas, Mexico  
011-52-962-69078

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Delma Luz Carranza (Plaintiff)**

Permanent Address: P.O. Box 556  
Indiantown, FL 34956  
561-597-6252

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Oscar Torres (witness)**

Permanent Address: P.O. Box 556  
Indiantown, FL 34956  
561-597-6252

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-

2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Maria Ester Escobar Torres (plaintiff)**

Temporary Address: 1750 N. Congress Ave. Lot #12A  
West Palm Beach FL 33409  
561-683-3882

Permanent Address: Rancheria Miaguatlan  
Primera seccion de Tabasco, Miaguatlan, Mexico

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-1999. Familiar with transportation arrangements, payment procedures, and general working conditions

**Melvin Hernandez (witness)**

Temporary Address: 1750 N. Congress Ave. Lot #21  
West Palm Beach FL 33409  
561-683-0367

Permanent Address: Cheguate, Chequin, Tacana, San Marcos, Guatemala

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Oscar Hernandez (witness)**

Temporary Address: 1750 N. Congress Ave. Lot #21  
West Palm Beach FL 33409  
561-683-0367

Permanent Address: Cheguate, Chequin, Tacana, San Marcos, Guatemala

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Hermelinda Ramos (plaintiff)**

Temporary Address: 1750 N. Congress Ave. Lot #4  
West Palm Beach, FL 33409

Permanent Address: San Pablo, Taliman, Queretaro, Mexico  
011-52-427-34316

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Gloria Roblero Perez (plaintiff)**

Temporary Address: 437 El Prado Road, Apt. B  
West Palm Beach, FL 33405

Permanent Address: Tacana, Tacana, San Marcos, Guatemala  
011-502-770-3181

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**David Matias (plaintiff)**

Temporary Address: 710 ½ Talapoosa Road  
West Palm Beach, FL 33405  
561-366-8643

Permanent Address: Canival, Cuilco, Huehuetenango, Guatemala  
011-502-861-2541

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Alfredo Romero (witness)**

Temporary Address: 323 Almeria Road, Apt 202  
West Palm Beach, FL 33405

Permanent Address: Toninchun, Tajumulco, San Marcos, Guatemala  
011-502-7030474

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Alberto Carlos Berduo (witness)**

Temporary Address: 425 8<sup>th</sup> Street  
West Palm Beach FL 33401  
561-804-9654

Permanent Address: Esinal Qua, Cuilco, Huehuetenango, Guatemala  
011-502-8040335

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions



**Mario Perez (witness)**

Temporary Address: 425 8<sup>th</sup> Street  
West Palm Beach, FL 33401  
561-804-9654

Permanent Address: Espinal Qua, Cuilco, Huehuetenango Guatemala  
011-502-8040335

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jose Arbey Santiago Vasquez (witness)**

Temporary Address: 431 8<sup>th</sup> Street  
West Palm Beach, FL 33401  
561-835-8367

Permanent Address: Chenton s/n  
Chenton, Independencia, Chiapas, Mexico  
011-52-963-21921

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jose Alvaro Santiago Vasquez (witness)**

Temporary Address: 431 8<sup>th</sup> Street  
West Palm Beach, FL 33401  
561-835-8367

Permanent Address: Chenton s/n  
Chenton, Independencia, Chiapas, Mexico  
011-52-963-21921

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jose Abenmar Santiago Maldonado (witness)**

Temporary Address: 431 8<sup>th</sup> Street  
West Palm Beach, FL 33401  
561-835-8367

Permanent Address: Chenton s/n  
Chenton, Independencia, Chiapas, Mexico  
011-52-963-21921

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Rafael Gonzales (plaintiff)**

Temporary Address: 4101 S. Olive Avenue  
West Palm Beach, FL 33405

Permanent Address: Majadas, Tacana, San Marcos, Guatemala

Subjects of Information: M. Sanchez & Son, Inc. farmworker employee between 2000-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Isabel Ramirez (witness)**

Temporary Address: 323 Almeria Road. Apt 204  
West Palm Beach, FL 33405

Permanent Address: Vuelta Grande, Cuilco, Huehuetenango, Guatemala  
011-502-8012618

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor between 1997-2001. Familiar with transportation arrangements, payment procedures, and general working conditions

**Javier Morales (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jorge Flores (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Roy Rodriguez (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Maria Sanchez (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. President and Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jesus Gonzalez (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Isaias Gonzalez (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Vitalina Zacarias (witness)**

c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7

Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Enrique Cruz** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Octavio Velasquez** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Jaime Velazquez** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Macario Viatoro** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Rigoberto Velazquez** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Rafael Esteban** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. Farm Labor Contractor. Familiar with transportation arrangements, payment procedures, and general working conditions

**Antonio Trejo** (witness)  
c/o M. Sanchez & Son, Inc.  
7570 S. Federal Hwy., Ste. 7  
Lantana, FL 33462  
561-582-3394

Subjects of Information: M. Sanchez & Son, Inc. supervisor. Familiar with transportation arrangements, payment procedures, and general working conditions

**B. The following is a description by category and location of all documents, data compilations and tangible things in the possession, custody, or control of the Plaintiffs that are relevant to disputed facts alleged with particularity in the pleadings.**

Each of these items is in the possession and custody of the undersigned counsel for the Plaintiffs and will be disclosed upon request.

1. Documents relating to the Javier Morales Crew

a. Payroll Summaries for the weeks of:

- i. 1/17/01-1/23/01
- ii. 1/24/01-1/29/01
- iii. 1/30/01-2/06/01
- iv. 2/07/01-2/13/01
- v. 2/28/01-3/06/01
- vi. 3/07/01-3/13/01
- vii. 3/14/01-3/20/01
- viii. 3/21/01-3/27/01
- ix. 3/28/01-4/03/01
- x. 4/04/01-4/10/01
- xi. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

2. Documents relating to the Jorge Flores Crew

a. Payroll Summaries for the weeks of:

- i. 1/17/01-1/23/01
- ii. 1/24/01-1/29/01
- iii. 1/30/01-2/06/01
- iv. 2/07/01-2/13/01
- v. 2/28/01-3/06/01
- vi. 3/07/01-3/13/01
- vii. 3/14/01-3/20/01
- viii. 3/21/01-3/27/01
- ix. 3/28/01-4/03/01
- x. 4/04/01-4/10/01

b. Daily Contractor Field Invoices for the weeks listed above

3. Documents relating to the Roy Rodriguez Crew

a. Payroll Summaries for the weeks of:

- i. 1/17/01-1/23/01
- ii. 1/24/01-1/29/01
- iii. 1/30/01-2/06/01
- iv. 2/07/01-2/13/01
- v. 2/28/01-3/06/01
- vi. 3/07/01-3/13/01
- vii. 3/14/01-3/20/01
- viii. 3/21/01-3/27/01
- ix. 3/28/01-4/03/01
- x. 4/04/01-4/10/01
- xi. 4/11/01-4/17/01
- xii. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above

4. Documents relating to the Jesus Gonzalez Crew

a. Payroll Summaries for the weeks of:

- i. 1/17/01-1/23/01
- ii. 1/24/01-1/29/01
- iii. 1/30/01-2/06/01
- iv. 2/07/01-2/13/01
- v. 2/28/01-3/06/01
- vi. 3/07/01-3/13/01
- vii. 3/14/01-3/20/01
- viii. 3/21/01-3/27/01
- ix. 3/28/01-4/03/01
- x. 4/04/01-4/10/01
- xi. 4/11/01-4/17/01
- xii. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

5. Documents relating to the Isaias Gonzalez Crew

a. Payroll Summaries for the weeks of:

- i. 1/17/01-1/23/01
- ii. 1/24/01-1/29/01
- iii. 1/30/01-2/06/01
- iv. 2/07/01-2/13/01
- v. 2/28/01-3/06/01
- vi. 3/07/01-3/13/01
- vii. 3/14/01-3/20/01
- viii. 3/21/01-3/27/01
- ix. 3/28/01-4/02/01
- x. 4/04/01-4/10/01

b. Daily Contractor Field Invoices for the weeks listed above.

6. Documents relating to the Vitalina Zacarias Crew

a. Payroll Summaries for the weeks of:

- i. 4/11/01-4/17/01
- ii. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

7. Documents relating to the Enrique Cruz Crew

a. Payroll Summaries for the weeks of:

- i. 1/17/01-1/23/01
- ii. 4/11/01-4/17/01
- iii. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

8. Documents relating to the Octavio Velasquez Crew

a. Payroll Summaries for the weeks of:

i. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

9. Documents relating to the Jaime Velazquez Crew

a. Payroll Summaries for the weeks of:

i. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

10. Documents relating to the Isabel Ramirez Crew

a. Payroll Summaries for the weeks of:

i. 12/27/00-1/2/01

ii. 1/3/01-1/9/01

iii. 1/10/01-1/16/01

iv. 1/17/01-1/23/01

v. 1/30/01-2/06/01

vi. 2/07/01-2/13/01

vii. 2/24/01-2/28/01

viii. 4/11/01-4/17/01

ix. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

11. Documents relating to the Macario Viatoro Crew

a. Payroll Summaries for the weeks of:

i. 1/17/01-1/23/01

ii. 1/24/01-1/29/01

b. Daily Contractor Field Invoices for the weeks listed above.

12. Documents relating to the Rigoberto Velazquez Crew

a. Payroll Summaries for the weeks of:

i. 1/17/01-1/23/01

ii. 4/18/01-4/24/01

b. Daily Contractor Field Invoices for the weeks listed above.

13. Documents relating to the Rafael Esteban Crew

a. Payroll Summaries for the weeks of:

i. 4/25-5/1/01

ii. 5/2/01-5/8/01

b. Daily Contractor Field Invoices for the weeks listed above.



14. M. Sanchez & Son Inc. weekly wage statements for Bulmaro Perez for the following weeks:  
2/28-3/6/01  
3/7-3/13/01 (with attached pay envelope)
15. M. Sanchez & Son Inc. weekly wage statements for Elfego Paz for the following weeks:  
1/31-2/6/01 (with attached pay envelope)
16. M. Sanchez & Son Inc. weekly wage statements for Elsa Gonzalez for the following weeks:  
4/11-4/17/01
17. M. Sanchez & Son Inc. weekly wage statements for Martina Mejia for the following weeks:  
1/31-2/6/01  
2/14-2/20/01  
2/28-3/6/01  
4/11-4/17/01
18. M. Sanchez & Son Inc. weekly wage statements for Magnolia Mejia for the following weeks:  
4/11-4/17/01
19. M. Sanchez & Son Inc. weekly wage statements for Sofia Lopez Vicente for the following weeks:  
10/16-10/22/96 (with attached check stub)
20. M. Sanchez & Son Inc. weekly wage statements for Jesus Sanchez for the following weeks:  
1/9/01  
1/16-2/6/01  
2/7-2/13/01  
2/14-2/20/01  
2/21-2/27/01  
3/11-3/20/01  
3/21-3/27/01
21. M. Sanchez & Son Inc. weekly wage statements for Alejandra Ruiz for the following weeks:  
4/4-4/10/01
22. M. Sanchez & Son Inc. weekly wage statements for Vilda Velasquez for the following weeks:  
8/9-8/15/00  
4/25-5/1/01  
5/2-5/8/01  
5/9-5/15/01  
5/16-5/22/01  
5/16-5/22/01

9/5-9/11/01  
9/12-9/18/01  
9/19-9/25/01

23. M. Sanchez & Son Inc. weekly wage statements for Noelinda Hernandez for the following weeks:

3/21-3/27/01  
3/28-4/3/01  
4/18-4/24/01  
4/25-5/1/01

24. M. Sanchez & Son Inc. weekly wage statements for Josefa Perez for the following weeks:  
4/11-4/17/01 (with attached pay envelope)

25. M. Sanchez & Son Inc. weekly wage statements for Italia Martin Perez for the following weeks:  
10/20-10/26/99

26. M. Sanchez & Son Inc. weekly wage statements for Arturo Velazquez for the following weeks:  
1/17-1/23/01

27. M. Sanchez & Son Inc. weekly wage statements for Irma Angel for the following weeks:  
1/17-1/23/01

28. M. Sanchez & Son Inc. weekly wage statements for Oscar Torr es for the following weeks:  
3/28-4/3/01  
4/4-4/10/01  
5/30-6/5/01

29. M. Sanchez & Son Inc. weekly wage statements for Oscar Hernandez for the following weeks:  
3/14-3/20/01 (with attached pay envelope)  
3/28-4/3/01 (with attached pay envelope)  
4/4-4/10/01

30. M. Sanchez & Son Inc. weekly wage statements for Alberto Carlos Berduo for the following weeks:

5/2-5/8/01  
5/16-5/22/01  
5/23-5/29/01

31. M. Sanchez & Son Inc. weekly wage statements for Mario Perez for the following weeks:

1/10-1/16/01  
4/25-5/1/01 (with attached pay envelope)

5/23-5/29/01  
5/30-6/5/01

32. M. Sanchez & Son Inc. weekly wage statements for Jose Arbey Santiago Vasquez for the following weeks:

11/22-11/28/00 (2)  
11/29-12/5/00 (2)  
12/6-12/12/00  
12/13-12/19/00  
12/20-12/26/00  
12/27-1/2/00  
1/3-1/9/01 (2)  
1/17-1/23/01  
1/24-1/29/01  
1/31-2/6/01  
2/7-2/13/01  
2/14-2/20/01  
2/21-2/27/01  
2/28-3/6/01  
3/7-3/13/01  
3/14-3/20/01  
3/21-3/27/01  
3/28-4/3/01  
4/4-4/10/01  
4/11-4/17/01  
4/18-4/24/01  
4/25-5/1/01  
5/2-5/8/01  
5/9-5/15/01

33. M. Sanchez & Son Inc. weekly wage statements for Jose Alvaro Santiago Vasquez for the following weeks:

11/22-11/28/00 (with attached pay envelope)  
11/29-12/5/00  
12/6-12/12/00 (with attached pay envelope)  
12/27-1/2/00  
1/3-1/9/01 (with attached pay envelope)  
1/10-1/16/01  
1/17-1/23/01  
1/24-1/29/01  
2/14-2/20/01  
2/21-2/27/01  
2/28-3/6/01

3/7-3/13/01  
3/14-3/20/01 (with attached pay envelope)  
3/21-3/27/01  
4/4-4/10/01  
4/18-4/24/01  
4/25-5/1/01

34. M. Sanchez & Son Inc. weekly wage statements for Jose Abenmar Santiago Maldonado for the following weeks:

3/14-3/20/01  
3/28-4/3/01

35. M. Sanchez & Son Inc. weekly wage statements for David Matias for the following weeks:

12/27/00-1/2/01  
1/3-1/9/01  
1/10-1/16/01  
1/17-1/23/01  
1/24-1/29/01  
1/31-2/6/01  
2/7-2/13/01  
4/11-4/17/01  
4/18-4/24/01

36. M. Sanchez & Son Inc. weekly wage statements for Gloria Roblero for the following weeks:

4/11-4/17/01  
~~4/18-4/24/01~~

37. M. Sanchez & Son Inc. weekly wage statements for Alfredo Romero for the following weeks:

12/27/00-1/2/01  
1/3-1/9/01  
1/10-1/16/01  
1/17-1/23/01  
4/18-4/24/01  
4/25-5/1/01  
5/2-5/8/01

38. M. Sanchez & Son Inc. weekly wage statements for Francelia Hernandez for the following weeks:

9/26-10/2/01  
10/3-10/9/01  
11/14-11/20/01 (2)  
12/26-1/1/02  
1/2-1/8/02

39. One M. Sanchez & Son Inc. pay envelope for Francelia Hernandez

40. M. Sanchez & Son Inc. weekly wage statements for Delma Luz Carranza for the following weeks:

8/9-8/15/95  
8/23-8/29/95  
8/30-9/5/95  
9/6-9/12/95  
9/13-9/19/95  
9/20-9/26/95  
9/27-10/3/95  
10/4-10/10/95  
10/11-10/17/95  
2/7-2/13/96  
10/22-10/28/97  
11/19-11/25/97  
11/25-12/2/97  
12/17-12/22/97  
1/7-1/13/98  
1/14-1/20/98  
2/4-2/10/98  
2/11-2/17/98  
-3/3/98  
— 8/16-8/22/98  
9/3-9/9/98  
9/24-9/30/98  
9/22-9/28/99  
9/29-10/5/99 (2)  
11/3-11/9/99  
1/5-1/11/00  
1/12-1/18/00  
1/26-2/1/00  
2/2-2/8/00  
2/9-2/15/00  
2/16-2/22/00  
2/23-2/29/00  
3/1-3/7/00  
3/8-3/14/00  
3/15-3/21/00  
5/10-5/16/00  
5/31-6/6/00  
7/26-8/1/00  
8/9-8/15/00

8/16-8/22/00  
8/23-8/29/00 (with attached pay envelope)  
8/30-9/5/00  
9/6-9/7 (with attached pay envelope)  
9/6-9/12/00 (with attached pay envelope)  
9/20/26/00  
10/4-10/10/00 (with attached pay envelope)  
10/11-10/17/00 (with attached pay envelope)  
10/18-10/24/00 (with attached pay envelope)  
11/1-11/7/00 (with attached pay envelope)  
11/8-11/14/00

41. Tomato Harvesting King weekly wage statements for Delma Luz Carranza for the following weeks:

10/26-11/1/94  
11/9-11/15/94  
12/21-12/27/94

42. Form W-2 issued to Delma Luz Carranza in 1998 by M. Sanchez & Son Inc.

43. Social Security Certified Total Earnings Report for 1994-2000 for Delma Luz Carranza.

44. Documents related to Unemployment Compensation petition and July 20, 2001 hearing for Delma Luz Carranza.

45. Weekly Work Chart for Adolfo Perez.

46. M. Sanchez & Son Inc. weekly wage statements for Isabel Ramirez for the following weeks:

12/20/97-1/6/98  
1/28-2/3/98  
2/4-2/10/98  
2/25-3/3/98  
3/4-3/10/98  
4/1-4/7/98  
4/22-4/28/98  
9/2-9/8/98  
11/24-11/30/99  
12/15-12/21/99 (with attached transportation payment receipt)

47. Matias v. M. Sanchez & Son, Inc. deposition of Maria Sanchez, September 25, 2001.

48. Roblero v. M. Sanchez & Son, Inc. and Romero v. M. Sanchez & Son, Inc deposition of Maria Sanchez, October 1, 2001.

49. Documents from United States Department of Labor investigations of Mecca Farms, Inc. relating to file numbers, 91-410-11075, 91-410-41229, 91-410-41147, 94-410-41635 (and related sub files) , 95-410-50296, and 95-413-50297.

50. FCCI Insurance Group letter in response to Petition for Benefits dated August 3, 2001 for David Matias concerning Matias v. M. Sanchez & Son, Inc.

51. FCCI Insurance Group letter in response to Petition for Benefits dated August 3, 2001 for Gloria Roblero concerning Roblero v. M. Sanchez & Son, Inc.

52. Florida Department of Labor Farm Labor Registration files for M. Sanchez & Son, Inc.

53. Florida Department of Labor Farm Labor Registration files for Maria Sanchez.

54. Florida Department of Labor Farm Labor Registration files for Rogerio Rodriguez.

In addition, the following documents, data compilations and tangible things are in the possession of the Plaintiffs' attorney, but are privileged and will be withheld by the Plaintiffs pursuant to Federal Rule of Civil Procedure 26(b)(5):

1. Notes and memoranda prepared by the Plaintiffs' attorney and legal staff reflecting confidential information provided by the Plaintiffs to their attorney regarding the matters at issue in this case, including client intake forms, representation agreements and releases

Privileges asserted: Attorney/client privilege and/or attorney work product privilege.

2. Notes and memoranda prepared by the Plaintiffs' attorney and representatives containing their mental impressions, conclusions, opinions, or legal theories concerning litigation

Privileges asserted: Attorney/client privilege and attorney work product privilege.

3. Correspondence between the Plaintiffs' attorney and legal representatives and the Plaintiffs regarding this case

Privileges asserted: Attorney/client privilege and/or

attorney work product privilege.

**C. Computation of damages claimed by the Plaintiffs.** All computations for lost wages are based on the Plaintiffs' recollection of hours worked and their earnings. Unpaid wage computations are based on a 66-hour workweek, consisting of six days of work, with an estimated 11 compensable hours of work per day. The minimum wage is \$5.15 per hour. The employer is not credited for deducting Social Security taxes, lunch charges, and check cashing fees. These estimates will be further refined upon receipt of Defendants' complete payroll records. With the exception of the expanded statutory damage claims as described below, Plaintiffs seek the maximum AWPAs statutory damages of \$500 per violation for each season in which the violation occurred.

**Gloria Roblero**

*Total damages claimed:*        \$ 34,760.80

*Damages under the Fair Labor Standards Act:*    \$ 17,260.80

Plaintiff estimates that she worked for M. Sanchez & Son, Inc. for 96 weeks over four seasons receiving wages of \$250 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 250.00 = 89.90 \times 96$  (weeks) = 8,630.40 (total FLSA damages) x 2 (liquidated damages) = \$17,260.80

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:*    \$17,500.00

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during four seasons. See Amended Complaint ¶¶ 25, 26, 27, and 28. For the season during which the plaintiff was injured while riding in an employer provided vehicle, the plaintiff seeks the maximum allowable expanded statutory damages of \$10,000 in accordance with 29 U.S.C. § 1854(e). Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPAs wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**David Matias**

*Total damages claimed:*        \$13,415.20

*Damages under the Fair Labor Standards Act:*    \$1,915.20

Plaintiff estimates that he worked for M. Sanchez & Son, Inc. for 24 weeks over one season receiving wages of \$300 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 300.00 = 39.90 \times 24$  (weeks) = 957.60 (total FLSA damages) x 2 (liquidated damages) = \$1,915.20



*Damages under the Migrant and Seasonal Agricultural Worker Protection Act: \$11,500.00*

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during one season. See Amended Complaint ¶¶ 25, 26, 27, and 28. For the season during which the plaintiff was injured while riding in an employer provided vehicle, the plaintiff seeks the maximum allowable expanded statutory damages of \$10,000 in accordance with 29 U.S.C. § 1854(e). Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPAs wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Rafael Gonzales**

*Total damages claimed: \$13,415.20*

*Damages under the Fair Labor Standards Act: \$1,915.260*

Plaintiff estimates that he worked for M. Sanchez & Son, Inc. for 24 weeks over one season receiving wages of \$300 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 300.00 = 39.90$  x 24 (weeks) = 957.60 (total FLSA damages) x 2 (liquidated damages) = \$1,915.20.

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act: \$11,500.00*

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during one season. See Amended Complaint ¶¶ 25, 26, 27, and 28. For the season during which the plaintiff was injured while riding in an employer provided vehicle, the plaintiff seeks the maximum allowable expanded statutory damages of \$10,000 in accordance with 29 U.S.C. § 1854(e). Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPAs wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Francelia Hernandez**

*Total damages claimed: \$33,891.20*

*Damages under the Fair Labor Standards Act: \$25,891.20*

Plaintiff estimates that she worked for M. Sanchez & Son, Inc. for 144 weeks over four seasons

receiving wages of \$250 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 250.00 = 89.90$   
 $\times 144$  (weeks) = 12,945.60 (total FLSA damages)  $\times 2$  (liquidated damages) = \$25,891.20.

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:* \$8,000.00

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the Defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during four seasons. See Amended Complaint ¶¶ 25, 26, 27, and 28. Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPAs wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Virginia Perez**

*Total damages claimed:* \$25,418.40

*Damages under the Fair Labor Standards Act:* \$19,418.40

Plaintiff estimates that she worked for M. Sanchez & Son, Inc. for 108 weeks over four seasons receiving wages of \$250 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 250.00 = 89.90$   
 $\times 108$  (weeks) = 9,709.20 (total FLSA damages)  $\times 2$  (liquidated damages) = \$19,418.40

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:* \$6,000.00

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the Defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during four seasons. See Amended Complaint ¶¶ 25, 26, 27, and 28. Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPAs wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Hermelinda Ramos**

*Total damages claimed:* \$19,507.20

*Damages under the Fair Labor Standards Act:* \$11,507.20

Plaintiff estimates that she worked for M. Sanchez & Son, Inc. for 64 weeks over four seasons receiving wages of \$250 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 250.00 = 89.90$   
 $\times 64$  (weeks) = \$5,753.60 (total FLSA damages)  $\times 2$  (liquidated damages) = \$11,507.20

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:*    \$8,000.00

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the Defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during four seasons. See Amended Complaint ¶¶ 25, 26, 27, and 28. Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPA's wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Carlos Ramos**

*Total damages claimed:*        \$9,830.40

*Damages under the Fair Labor Standards Act:*    \$3,830.40

Plaintiff estimates that he worked for M. Sanchez & Son, Inc. for 48 weeks over three seasons receiving wages of \$300 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 300.00 = 39.90$  x 48 (weeks) = \$1,915.20 (total FLSA damages) x 2 (liquidated damages) = \$3,830.40

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:*    \$6,000.00

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the Defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during three seasons. See Amended Complaint ¶¶ 25, 26, 27, and 28. Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPA's wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Adolfo Perez**

*Total damages claimed:*        \$2,839.40

*Damages under the Fair Labor Standards Act:*    \$839.40

Plaintiff estimates that he worked for M. Sanchez & Son, Inc. for 3 weeks over one season receiving wages of \$200 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 200.00 = 139.90$  x 3 (weeks) = \$419.70 (total FLSA damages) x 2 (liquidated damages) = \$839.40

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:*    \$2,000.00

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the Defendants pursuant to 29 U.S.C. §1854(c)(1).

The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during one season. See Amended Complaint ¶¶ 25, 26, 27, and 28. Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPA's wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

**Delma Luz Carranza**

*Total damages claimed:*       \$ 31,014.40

*Damages under the Fair Labor Standards Act:   \$23,014.40*

Plaintiff estimates that she worked for M. Sanchez & Son, Inc. for 128 weeks over four seasons receiving wages of \$250 per week. Average weekly shortage =  $339.90 (\$5.15 \times 66) - 250.00 = 89.90$  x 128 (weeks) = 11,507.20 (total FLSA damages) x 2 (liquidated damages) = \$23,014.40.

*Damages under the Migrant and Seasonal Agricultural Worker Protection Act:   \$8,000.00*

The plaintiff expects to seek \$500 in statutory damages for each violation of the Migrant and Seasonal Agricultural Worker Protection Act by the Defendants pursuant to 29 U.S.C. §1854(c)(1). The plaintiff contends that the defendants committed four separate violations of the Act (recordkeeping, wage statements, wage payment, and transportation) during four seasons. See Amended Complaint ¶¶ 25, 26, 27, and 28. Upon completion of discovery, the plaintiff may elect to seek actual damages for violations of the AWPA's wage payment provisions.

The plaintiff seeks an award of costs and attorney's fees with regard to the FLSA claims and pursuant to Fla. Stat. §448.08 with regard to the claims under the wage payment provisions of the Migrant and Seasonal Agricultural Worker Protection Act.

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by first class United States mail, postage prepaid, to the below-listed counsel of record this 1st day of March, 2002:

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