

THE HONORABLE MARSHA J. PECHMAN

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ANA LOPEZ DEMETRIO and FRANCISCO  
EUGENIO PAZ, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

SAKUMA BROTHERS FARMS, INC.,

Defendant.

NO. 2:13-cv-01918-MJP-MAT

**SECOND AMENDED COMPLAINT –  
CLASS ACTION**

**DEMAND FOR JURY TRIAL**

Plaintiffs Ana Lopez Demetrio and Francisco Eugenio Paz, by their undersigned attorneys, for this class action complaint against Defendant Sakuma Brothers Farms, Inc. (“Sakuma” or “Defendant”), allege as follows:

**I. INTRODUCTION**

1.1 Nature of Action. This is an employment law action against Sakuma pursuant to the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. § 1801 *et seq.* (“AWPA”) and Washington employment law. Plaintiffs bring this action against Sakuma for engaging in a systematic scheme of wage and hour violations against farmworkers at Sakuma’s farms in Burlington and Mount Vernon, Washington. These violations include failure to provide rest breaks, failure to pay for all work performed, failure to keep accurate records of the actual hours worked, failure to provide pay statements with accurate statements of the actual hours worked, and failure to comply with agreed upon working arrangements.

**II. JURISDICTION AND VENUE**

1  
2 2.1 Jurisdiction. This Court has subject-matter jurisdiction based on federal  
3 question jurisdiction pursuant to 28 U.S.C. § 1331 and AWP, 29 U.S.C. § 1854(a). This  
4 Court also has supplemental jurisdiction over the Washington state-law claims pursuant 28  
5 U.S.C. § 1367(a) because these claims are so related to the federal claims that they form part of  
6 the same case and controversy under Article III of the U.S. Constitution. This Court is  
7 empowered to grant declaratory and injunctive relief pursuant to 28 U.S.C. § 2201 and  
8 29 U.S.C. § 1854(c)(1).

9 2.2 Venue. Venue of this case in this Court is proper: (1) pursuant to 28 U.S.C.  
10 § 1391(b)(1) in that Defendant does sufficient business in this District to subject it to personal  
11 jurisdiction herein; and (2) pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the  
12 events or omissions giving rise to the claims occurred in this District.

**III. PARTIES**

13 Plaintiff Ana Lopez Demetrio.

14 3.1 Plaintiff Lopez is a “seasonal agricultural worker” under AWP.

15 3.2 Plaintiff Lopez resides in Mount Vernon, Washington.

16 3.3 Plaintiff Lopez began working for Sakuma in Washington during the summer of  
17 2003 after she was recruited by Sakuma.

18 3.4 Since 2003, Plaintiff Lopez has picked berries for Sakuma during the summer  
19 harvest until approximately October or November each year.

20 3.5 Sakuma failed to provide Plaintiff Lopez ten minute rest breaks for every four  
21 hours of work and has required Plaintiff Lopez to work more than three consecutive hours  
22 without a rest break. Sakuma did not pay Plaintiff Lopez for ten minutes of work for each rest  
23 break Sakuma failed to provide her.

24 3.6 Sakuma failed to pay Plaintiff Lopez for all work she performed.  
25  
26

1           3.7     Sakuma failed to make and keep accurate records of Plaintiff Lopez’s hours  
2 worked and failed to provide to Plaintiff Lopez accurate written statements of her hours worked  
3 each pay period.

4           3.8     Sakuma failed to comply with a 2013 working arrangement under which  
5 Plaintiff Lopez was to be paid for blueberry picking at a piece rate determined by an agreed  
6 “test pick.”

7 Plaintiff Francisco Eugenio Paz

8           3.9     Plaintiff Eugenio is a “migrant agricultural worker” under AWWA.

9           3.10    Plaintiff Eugenio permanently resides in Madera, California.

10          3.11    Plaintiff Eugenio began working for Sakuma in Washington during the summer  
11 of 2001 after he was recruited by Sakuma.

12          3.12    Except for 2007 through 2009, Plaintiff Eugenio has traveled from his  
13 permanent residence to pick berries for Sakuma each year since 2001. He generally picked  
14 berries for Sakuma during the summer harvest until approximately October or November each  
15 year.

16          3.13    Sakuma failed to provide Plaintiff Eugenio ten minute rest breaks for every four  
17 hours of work and has required Plaintiff Eugenio to work more than three consecutive hours  
18 without a rest break. Sakuma did not pay Plaintiff Eugenio for ten minutes of work for each  
19 rest break Sakuma failed to provide him.

20          3.14    Sakuma failed to pay Plaintiff Eugenio for all work he performed.

21          3.15    Sakuma failed to make and keep accurate records of Plaintiff Eugenio’s hours  
22 worked and failed to provide to Plaintiff Eugenio accurate written statements of his hours  
23 worked each pay period.

24          3.16    Sakuma failed to comply with a 2013 working arrangement under which  
25 Plaintiff Eugenio was to be paid for blueberry picking at a piece rate determined by an agreed  
26 “test pick.”

1 Defendant Sakuma Brothers Farms, Inc.

2 3.17 Sakuma is a Washington corporation located in Burlington, Washington.

3 3.18 Each summer, Sakuma hires hundreds of migrant and seasonal workers to pick  
4 fruit, including strawberries, blueberries, blackberries, and raspberries, at its farms.

5 3.19 Many of Sakuma’s workers travel from their permanent residences in other  
6 states to work from the early summer until October or November.

7 3.20 Most of Sakuma’s migrant and seasonal workers do not speak English.

8 3.21 Many of Sakuma’s migrant and seasonal workers do not speak Spanish well and  
9 instead speak indigenous Mixteco and Triqui languages.

10 3.22 Sakuma pays migrant and seasonal employees piece rate wages based on the  
11 quantity of fruit picked each day.

12 3.23 Sakuma also pays some migrant and seasonal employees hourly wages for  
13 limited additional work related to the fruit harvest.

14 3.24 Sakuma is an “agricultural employer” under AWPA, and Sakuma employed or  
15 employs Plaintiffs and the members of the proposed classes.

16 **IV. CLASS ACTION ALLEGATIONS**

17 4.1 Class Definition: Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs  
18 bring this case as a class action on behalf of a class and subclass defined as follows:

19 Farmworker Class:

20 All current and former migrant and seasonal employees of  
21 Defendant Sakuma Brothers Farms, Inc. who performed fruit  
22 harvest work for Defendant at any time between October 23,  
2010 and the date of final disposition of this action.

23 Blueberry Harvester Subclass:

24 All current and former migrant and seasonal employees of  
25 Defendant Sakuma Brothers Farms, Inc. who worked in the  
26 blueberry harvest for Defendant in 2013.

1 4.1.1 Excluded from the Farmworker Class and the Blueberry Harvester Subclass are  
2 Defendant, any entity in which Defendant has a controlling interest or that has a controlling  
3 interest in Defendant, and Defendant’s legal representatives, assignees, and successors. Also  
4 excluded are the judge assigned to this case and any member of the judge’s immediate family.  
5 Also excluded are any workers who came to work at Sakuma on an H-2A visa.

6 4.2 Numerosity. The members of the Farmworker Class and the Blueberry  
7 Harvester Subclass are so numerous that joinder is impracticable. Plaintiffs believe there are at  
8 least 400 members composing the Farmworker class and at least 100 members composing the  
9 Blueberry Harvester Subclass. Members of the class and subclass are geographically dispersed  
10 throughout multiple states. In addition, members of the classes have a low degree of  
11 sophistication, limited English proficiency, and lack the resources to sue individually. The  
12 disposition of the claims of the Farmworker Class and the Blueberry Harvester Subclass in a  
13 single action will provide substantial benefits to all parties and the Court.

14 4.3 Commonality.

15 4.3.1 Farmworker Class: There are numerous questions of law and fact  
16 common to Plaintiffs and members of the Farmworker Class. These questions include, but are  
17 not limited to, the following:

- 18 a. Whether Sakuma has engaged in a common course of failing to  
19 provide migrant and seasonal employees with required rest breaks;
- 20 b. Whether Sakuma has engaged in a common course of failing to  
21 pay minimum wages to migrant and seasonal employees for all work performed;
- 22 c. Whether Sakuma has engaged in a common course of failing to  
23 pay the proper wages owed to seasonal and migrant employees when due;
- 24 d. Whether Sakuma has engaged in a common course of failing to  
25 provide migrant and seasonal employees with accurate written statements of hours worked;

1 e. Whether Sakuma engaged in a common course of failing to  
2 make and keep accurate records of hours worked for migrant and seasonal employees;

3 f. Whether Sakuma has engaged in a common course of improperly  
4 rounding hours;

5 g. Whether Sakuma has engaged in a common course of failing to  
6 maintain true and accurate time and payroll records for all work performed by seasonal and  
7 migrant employees;

8 h. Whether Sakuma has violated 29 U.S.C. § 1822(a) and 29 U.S.C.  
9 § 1832(a);

10 i. Whether Sakuma has violated 29 U.S.C. § 1821(d)(1) and (d)(2),  
11 and 29 U.S.C. § 1831(c)(1) and (c)(2);

12 j. Whether Sakuma has violated RCW 49.46.070, WAC 296-131-  
13 015, WAC 296-131-017, and WAC 296-128-010;

14 k. Whether Sakuma has violated WAC 296-131-020;

15 l. Whether Sakuma has violated RCW 49.46.090;

16 m. Whether Sakuma has violated RCW 49.52.050; and

17 n. The nature and extent of class-wide injury and the measure of  
18 compensation for such injury.

19 4.3.2 Blueberry Harvester Subclass: There are numerous questions of law and  
20 fact common to Plaintiffs and members of the Blueberry Harvester Subclass. The questions  
21 include, but are not limited to the following:

22 a. Whether Sakuma engaged in a common course of violating its  
23 agreement to pay blueberry pickers a piece rate to be determined through “test picks” of the  
24 blueberry fields in 2013;

25 b. Whether Sakuma violated 29 U.S.C. § 1822(c) and 29 U.S.C §  
26 1832(c).

1           4.4    Typicality.

2           4.4.1   Farmworker Class: The claims of Plaintiffs are typical of the claims of  
3 the Farmworker Class. Plaintiffs have been seasonally employed in Washington by Sakuma as  
4 migrant agricultural workers and are thus members of the proposed Farmworker Class. The  
5 claims of Plaintiffs, like the claims of the Farmworker Class, arise out of the same common  
6 course of conduct by Sakuma and are based on the same legal and remedial theories.

7           4.4.2   Blueberry Harvester Subclass: The claims of Plaintiffs are typical of the  
8 claims of the Blueberry Harvester Subclass. Plaintiffs were seasonally employed in the  
9 blueberry harvest at Sakuma in 2013. The claims of Plaintiffs, like the claims of the Blueberry  
10 Harvester Subclass, arise out of the same common course of conduct by Sakuma and are based  
11 on the same legal and remedial theories.

12           4.5    Adequacy.

13           4.5.1   Farmworker Class: Plaintiffs will fairly and adequately protect the  
14 interests of the Farmworker Class. Plaintiffs have retained competent and capable attorneys  
15 who are experienced trial lawyers with significant experience in complex class action litigation,  
16 including employment law. Plaintiffs and their counsel are committed to prosecuting this  
17 action vigorously on behalf of the Farmworker Class and have the financial resources to do so.  
18 Neither Plaintiffs nor their counsel have interests that are contrary to or that conflict with those  
19 of the proposed Farmworker Class.

20           4.5.2   Blueberry Harvester Subclass: Plaintiffs will fairly and adequately  
21 protect the interests of the Blueberry Harvester Subclass. Plaintiffs have retained competent  
22 and capable attorneys who are experienced trial lawyers with significant experience in complex  
23 class action litigation, including employment law. Plaintiffs and their counsel are committed to  
24 prosecuting this action vigorously on behalf of the Blueberry Harvester Subclass and have the  
25 financial resources to do so. Neither Plaintiffs nor their counsel have interests that are contrary  
26 to or that conflict with those of the proposed Blueberry Harvester Subclass.

1           4.6    Predominance. Sakuma has engaged in a common course of violating the  
2 employment rights of Plaintiffs and members of the class and subclass. The common issues  
3 arising from this conduct that affect Plaintiffs and members of the class and subclass  
4 predominate over any individual issues. Adjudication of these common issues in a single  
5 action has important and desirable advantages of judicial economy.

6           4.7    Superiority. Plaintiffs and members of the class and subclass have suffered and  
7 will continue to suffer harm and damages as a result of Sakuma's unlawful and wrongful  
8 conduct. Absent a class action, however, most class members likely would find the cost of  
9 litigating their claims prohibitive. Class members also face challenges vindicating their rights  
10 on an individual basis due to the logistical realities of migrating to find work, limited English  
11 proficiency, lack of familiarity with the court system, and low levels of sophistication. Class  
12 treatment is superior to multiple individual suits or piecemeal litigation because it conserves  
13 judicial resources, promotes consistency and efficiency of adjudication, provides a forum for  
14 small claimants, and deters illegal activities. There will be no significant difficulty in the  
15 management of this case as a class action. The class members are readily identifiable from  
16 Sakuma's records.

## 17                                   **V. SUMMARY OF FACTUAL ALLEGATIONS**

18           5.1    Common Course of Conduct. At all times relevant to this complaint, Sakuma  
19 has engaged in, and continues to engage in, a common course of violating the employment  
20 rights of migrant and seasonal employees in the state of Washington.

21           5.2    Failure to Provide Proper Rest Breaks. Sakuma's common course of  
22 employment rights violations includes failing to provide migrant and seasonal workers with  
23 paid rest breaks as required by Washington law. At all times relevant to this complaint,  
24 Sakuma did not provide the migrant and seasonal workers it employed with ten-minute rest  
25 breaks for every four hours of work. Sakuma required the employees to work more than three  
26 consecutive hours without a rest break, and did not provide ten minutes of additional pay for



1 each rest break they missed. Sakuma has had actual or constructive knowledge of the fact that  
2 migrant and seasonal workers are not provided ten-minute rest breaks for every four hours of  
3 work, are required to work more than three consecutive hours without a rest break, and are not  
4 provided ten minutes of additional pay for each rest break they miss.

5       5.3     Failure to Pay Minimum Wages. Sakuma's common course of employment  
6 rights violations also includes failing to pay minimum wages to migrant and seasonal workers  
7 for all work performed. At all times relevant to this complaint, Sakuma has failed to pay  
8 workers for work performed in addition to regular piece work. Such additional work includes,  
9 but is not limited to, cleaning and organizing buckets, baskets and boxes, storing equipment  
10 and materials, and moving equipment and materials to different fields. Sakuma has also  
11 violated minimum wage law by not allowing and/or paying migrant and seasonal workers for  
12 rest breaks.

13       5.4     Failure to Pay Wages When Due. Sakuma's common course of employment  
14 rights violations also includes failing to pay migrant and seasonal workers proper wages when  
15 due. At all times relevant to this complaint, Sakuma has failed to provide employees with  
16 required rest breaks, thus entitling them to additional wages each pay period. Sakuma has also  
17 failed to pay employees minimum wages for all work performed. By failing to pay such  
18 additional wages, Sakuma has knowingly failed to pay proper wages when due.

19       5.5     Failure to Provide Accurate Statements of Hours Worked. Sakuma's common  
20 course of employment rights violations includes failing to provide migrant and seasonal  
21 employees with accurate written statements of hours worked each pay period.

22       5.6     Failure to Keep Accurate Records. Sakuma's common course of employment  
23 rights violations includes failing to make and keep accurate records of hours worked for  
24 migrant and seasonal employees. On information and belief, at all times relevant to this  
25 complaint, Sakuma has improperly rounded hours to the nearest half-hour.

1           5.7     Failure to Comply with Working Arrangement in the Blueberry Harvest.

2 Sakuma’s common course of conduct includes violating its working arrangement with  
3 blueberry harvesters. Under this working arrangement, Sakuma agreed to set the blueberry  
4 piece rates based on a “test pick” of each blueberry field by at least three pickers, including a  
5 fast, medium and slow picker. Sakuma initially honored the arrangement, and then unilaterally  
6 reduced the piece rate below the rate determined by the “test pick.” For the remainder of the  
7 blueberry harvest, Sakuma failed to comply with the agreed working arrangement.

8                                   **VI. FIRST CLAIM FOR RELIEF**  
9           **Violations of AWP (29 U.S.C. § 1822(a) and 29 U.S.C. § 1832(a)) — Failure to Pay**  
10                                   **Wages When Due**  
11                                   ***On Behalf of Farmworker Class***

12           6.1     Plaintiffs reallege and incorporate by reference each and every allegation set  
13 forth in the preceding paragraphs.

14           6.2     29 U.S.C. § 1822(a) and 29 U.S.C. § 1832(a) require agricultural employers to  
15 pay migrant and seasonal employees the wages owed to them when due.

16           6.3     Sakuma is an “agricultural employer” under 29 U.S.C. § 1802(2).

17           6.4     By failing to compensate Plaintiffs and Farmworker Class members for all work  
18 performed and for an additional ten minutes of work for each rest break Plaintiffs and  
19 Farmworker Class members missed, Sakuma has intentionally violated 29 U.S.C. § 1822(a) and  
20 29 U.S.C. 1832(a).

21           6.5     Under 29 U.S.C. § 1854, for each violation of AWP, Plaintiffs and each  
22 member of the Farmworker Class are entitled to recover their actual damages or up to \$500 per  
23 class member per violation in statutory damages.

24                                   **VII. SECOND CLAIM FOR RELIEF**  
25           **Violations of AWP (29 U.S.C. § 1821(d)(2) and 29 U.S.C. § 1831(c)(2)) — Failure to**  
26                                   **Provide Accurate Statements of Hours Worked**  
                                      ***On Behalf of Farmworker Class***

          7.1     Plaintiffs reallege and incorporate by reference each and every allegation set  
          forth in the preceding paragraphs.





1 and they are entitled to the recovery of such damages, including interest thereon, as well as  
2 attorneys’ fees pursuant to RCW 49.48.030 and costs.

3 **XI. SIXTH CLAIM FOR RELIEF**  
4 **(Violations of RCW 49.46.090: Failure to Pay Minimum Wage)**  
5 ***On Behalf of Farmworker Class***

6 11.1 Plaintiffs reallege and incorporate by reference each and every allegation set  
7 forth in the preceding paragraphs.

8 11.2 Under RCW 49.46.090, employers must pay employees all wages to which they  
9 are entitled under The Washington Minimum Wage Act (“WMWA”). If the employer fails to  
10 do so, RCW 49.46.090 requires that the employer pay the employees the full amount of the  
11 statutory minimum wage rate less any amount actually paid to the employees.

12 11.3 By the actions alleged above, Sakuma violated the provisions of RCW  
13 49.46.090 and the WMWA by failing to pay wages to Plaintiffs and members of the  
14 Farmworker Class for all work performed, including but not limited to time spent cleaning,  
15 organizing and moving materials and equipment.

16 11.4 By the actions alleged above, Sakuma also violated the WMWA by not paying  
17 for rest periods taken or missed by Plaintiffs and members of the Farmworker Class.

18 11.5 As a result of the unlawful acts of Sakuma, Plaintiffs and members of the  
19 Farmworker Class have been deprived of compensation in amounts to be determined at trial,  
20 and, pursuant to RCW 49.46.090 and 49.48.030, are entitled to recover those damages,  
21 including interest thereon, and attorneys’ fees and costs.

22 **XII. SEVENTH CLAIM FOR RELIEF**  
23 **Violations of RCW 49.46.070, WAC 296-131-015, WAC 296-131-017,**  
24 **and WAC 296-128-010 — Failure to Maintain Adequate and Accurate Time Records**  
25 ***On Behalf of Farmworker Class***

26 12.1 Plaintiffs reallege and incorporate by reference each and every allegation set  
forth in the preceding paragraphs.

1 12.2 RCW 49.46.070 provides that “[e]very employer . . . shall make, and keep . . . a  
2 record of . . . the hours worked each day and each work week by [each] employee.”

3 12.3 WAC 296-131-015 states, “[a] pay statement shall be provided to each  
4 employee at the time wages are paid. The pay statement shall identify the employee, show the  
5 number of hours worked . . . .”

6 12.4 WAC 296-131-017(1) provides, “[e]very employer shall keep for at least three  
7 years a record of the name, address, and occupation of each employee, dates of employment,  
8 rate or rates of pay, amount paid each pay period to each such employee and the hours  
9 worked.”

10 12.5 WAC 296-128-010 provides that “employers shall be required to keep and  
11 preserve payroll and other records containing the following information... (6) Hours worked  
12 each workday and total hours worked each workweek.”

13 12.6 Pursuant to the Washington Department of Labor and Industries (“DLI”  
14 Administrative Policy ES.D.2, agricultural employers “may not utilize recordkeeping systems  
15 in which 15-minute segments of work time are not recorded or paid.”

16 12.7 Sakuma rounded the hours of Plaintiffs and the Farmworker Class members to  
17 the nearest half hour, does not keep an accurate record of the hours worked by Plaintiffs and the  
18 Farmworker Class members, and does not provide pay statements that show an accurate total of  
19 the hours worked, rounded to the nearest quarter-hour.

20 12.8 By the actions alleged above, Sakuma has violated the provisions of RCW  
21 49.52.050, 49.46.070, WAC 296-131-015, WAC 296-131-017, and 296-128-010.

22 12.9 As a result of the unlawful acts of Sakuma, Plaintiffs and the Farmworker Class  
23 are entitled to declaratory and injunctive relief as allowed by law.

**XIII. EIGHTH CLAIM FOR RELIEF**  
**Violation of RCW 49.52.050 — Willful Refusal to Pay Wages**  
***On Behalf of Farmworker Class and Blueberry Harvester Subclass***

1  
2  
3 13.1 Plaintiffs reallege and incorporate by reference each and every allegation set  
4 forth in the preceding paragraphs.

5 13.2 RCW 49.52.050 provides that any employer or agent of any employer who,  
6 “[w]ilfully and with intent to deprive the employee of any part of his wages, shall pay any  
7 employee a lower wage than the wage such employer is obligated to pay such employee by any  
8 statute, ordinance, or contract” shall be guilty of a misdemeanor.

9 13.3 Sakuma’s violations of 29 U.S.C. § 1822(c), 29 U.S.C. § 1832(c), RCW  
10 49.46.090 and WAC 296-131-020, as discussed above, were willful and constitute violations of  
11 RCW 49.52.050.

12 13.4 RCW 49.52.070 provides that any employer who violates the provisions of  
13 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,  
14 attorneys’ fees, and costs.

15 13.5 As a result of the willful, unlawful acts of Sakuma, Plaintiffs and members of  
16 the Farmworker Class and Blueberry Harvester Subclass have been deprived of compensation  
17 in amounts to be determined at trial and pursuant to RCW 49.52.070, they are entitled to  
18 recovery of twice the amount of such damages, as well as attorneys’ fees and costs.

**XIV. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, on their own behalf and on behalf of the members of the  
20 Farmworker Class and Blueberry Harvester Subclass, pray for judgment against Sakuma as  
21 follows:  
22

- 23 A. Certify the proposed Farmworker Class and Blueberry Harvester Subclass;
- 24 B. Declare that Sakuma is financially responsible for notifying all class members of  
25 its employment law violations;
- 26 C. Appoint Plaintiffs as representatives of the Farmworker Class;
- D. Appoint Plaintiffs as representatives of the Blueberry Harvester Subclass;

1 E. Appoint the undersigned counsel as counsel for the Farmworker Class and  
2 Blueberry Harvester Subclass;

3 F. Declare that Sakuma's actions complained of herein violate 29 U.S.C. § 1821,  
4 29 U.S.C. § 1831, 29 U.S.C. § 1822, 29 U.S.C. § 1832, WAC 296-131-020, RCW 49.52.050,  
5 RCW 49.46.070, RCW 49.46.090, WAC 296-131-015, WAC 296-131-017, and WAC 296-  
6 128-010;

7 G. Enjoin Sakuma and its officers, agents, successors, employees, representatives,  
8 and any and all persons acting in concert with Sakuma, as provided by law, from engaging in  
9 the unlawful and wrongful conduct set forth herein;

10 H. Award Plaintiffs and members of the Farmworker Class and Blueberry  
11 Harvester Subclass actual damages or statutory damages of up to \$500, whichever is greater,  
12 for each violation of AWWPA;

13 I. Award Plaintiffs and members of the Farmworker Class and Blueberry  
14 Harvester Subclass compensatory and exemplary damages, as allowed by law;

15 J. Award Plaintiffs and members of the Farmworker Class and Blueberry  
16 Harvester Subclass attorneys' fees and costs, as allowed by law, including RCW 49.48.030 and  
17 RCW 49.52.070;

18 K. Award Plaintiffs and members of the Farmworker Class and Blueberry  
19 Harvester Subclass prejudgment and post-judgment interest, as provided by law;

20 L. Permit Plaintiffs leave to amend the Complaint to conform to the evidence  
21 presented at trial; and

22 M. Grant such other and further relief as the Court deems necessary, just, and  
23 proper.

24 **XV. DEMAND FOR JURY TRIAL**

25 Plaintiffs demand a trial by jury for all issues so triable.  
26



1 RESPECTFULLY SUBMITTED AND DATED this 29th day of January, 2014.

2  
3 TERRELL MARSHALL DAUDT & WILLIE, PLLC

4 /s/ Toby J. Marshall, WSBA #32726  
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21 *Attorneys for Plaintiffs and Proposed Class*

22 COLUMBIA LEGAL SERVICES

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*Attorneys for Plaintiffs and Proposed Class*

*Attorneys for Plaintiffs and Proposed Class*

CERTIFICATE OF SERVICE

I, Marc C. Cote, hereby certify that on January 29, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Adam S. Belzberg  
abelzberg@grahamdunn.com  
GRAHAM & DUNN  
Pier 70  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121-1128  
Telephone: (206) 340-9654  
Facsimile: (206) 340-9599

DATED this 29th day of January, 2014.

TERRELL MARSHALL DAUDT & WILLIE PLLC

By: /s/ Marc. C. Cote, WSBA #39824  
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