

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

JOSE DUARTE, RICARDO PENA RAMIREZ,	§	
JORGE RUIZ, and JOSE RAMON RUIZ	§	
ESPARZA,	§	
	§	Civil Action No. _____
Plaintiffs,	§	
	§	
v.	§	
	§	
BLAINE LARSEN FARMS, INC.,	§	Jury Trial Demanded
	§	
Defendant.	§	

PLAINTIFFS’ ORIGINAL COMPLAINT

I. PRELIMINARY STATEMENT

1. Plaintiffs bring this lawsuit against their former agricultural employer who discriminated against them in favor of temporary workers from Mexico. An agricultural employer in the United States may import foreign workers to perform labor (of a temporary nature) *only if* the U.S. Department of Labor certifies that: (1) there are insufficient available workers within the United States to perform the job; and (2) the employment of foreign workers will not adversely affect the wages and working conditions of similarly-situated U.S. workers. 8 U.S.C. §§ 1101(a)(15)(H)(ii)(a) and 1188(a)(1). Workers brought in under this program are routinely labeled “H-2A workers.” The H-2A program is voluntary and is set up with an overarching concern – to avoid adversely affecting similarly-situated U.S. workers. 20 C.F.R. § 655.122.

2. In 2014 and 2015, Defendant systematically utilized the H-2A visa program to advance its business profits by adversely affecting the wages and working conditions of domestic migrant workers who were already working on its farm in similar jobs.

3. This is an action for damages and declaratory relief brought by four of those affected U.S. workers against Defendant, which employed them to perform work on its farm in Dalhart, Texas during the 2014-2015 potato seasons. The action is based on Defendant's violation of Plaintiffs' rights under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.* ("FLSA"), and the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. §§ 1801 *et seq.* ("AWPA"), and includes state law claims of breach of contract, promissory estoppel, and *quantum meruit*.

II. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction based on federal question jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337.

5. The federal claims in this action are authorized and instituted pursuant to 29 U.S.C. §§ 1854(a) and 216(b).

6. This Court has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over Plaintiffs' claims arising under state law because these claims are so related to the federal claims that they form part of the same case or controversy.

7. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201-2202.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and 29 U.S.C. §§ 1854(a) and 216(b).

III. PARTIES

9. Jose Duarte resides more than 150 miles from Dalhart, Texas.

10. Ricardo Pena Ramirez resides more than 150 miles from Dalhart, Texas.

11. Jorge Ruiz resides more than 150 miles from Dalhart, Texas.

12. Jose Ramon Ruiz Esparza resides more than 150 miles from Dalhart, Texas.

13. Defendant Blaine Larsen Farms, Inc. (hereafter “Defendant Larsen” or “Larsen Farms”) is an Idaho corporation. Its principal place of business is in Idaho Falls, Bonneville County, Idaho. Defendant Larsen is one of the largest potato growers in the United States.

14. Defendant Larsen has numerous business operations in Texas, including potato growing and processing facilities outside the town of Dalhart, Texas. In 2014 and 2015, Defendant Larsen did business in the state of Texas by recruiting and employing Texas residents in Texas, including Plaintiffs, directly or through intermediaries.

15. Process may be served upon Defendant Larsen’s registered agent in Idaho, Scott Gehmlich, 970 Pier View Dr., Ste. B, Idaho Falls, Idaho 83402, or upon Defendant Larsen’s registered agent for service of process in Texas, William Hunter, 507 Denrock, Dalhart, Texas 79022.

IV. STATEMENT OF FACTS

A. Blaine Larsen Farms, Inc. Hired Mr. Ruiz, Mr. Esparza, and Mr. Duarte to Work As Drivers on the Potato Farm.

16. In the summer of 2014, Defendant Larsen by its agents recruited, solicited, and hired Plaintiffs Jorge Ruiz and Jose Ramon Ruiz Esparza to transport potatoes between various facilities on public and private land in Dallam County outside of Dalhart, Texas. They were promised \$15 an hour, with an overtime rate of \$22.50 for all hours worked over 40 hours per week.

17. At that time, both Mr. Ruiz and Mr. Esparza had permanent residences that were more than 150 miles from Dalhart, Texas.

18. Mr. Ruiz started working for Defendant Larsen on July 14, 2014. Plaintiff Esparza started working for Defendant Larsen in or about July, 2014.

19. In September 2014, Plaintiff Jose Duarte was living in El Paso, Texas. Mr. Ruiz had previously told him about a job in Dalhart. Mr. Duarte called Defendant Larsen via its agent, Sergio Madrid. Mr. Madrid told Mr. Duarte that – if Mr. Duarte qualified – Defendant Larsen would pay Mr. Duarte \$15 an hour with an overtime rate of \$22.50 for all hours worked over 40 hours per week.

20. Mr. Duarte’s permanent place of residence is more than 150 miles from Dalhart, Texas.

21. Mr. Duarte drove from El Paso to Dalhart within two days of talking with Mr. Madrid and was available for work on the following Monday morning.

22. On his first day of work, Mr. Duarte spoke with Mr. Madrid, the head of the maintenance shop, and a female Human Resources representative for Larsen Farms. They agreed Mr. Duarte was qualified for the job and agreed to pay him as previously promised.

23. The employment of Mr. Duarte, Mr. Ruiz and Mr. Esparza (hereinafter jointly the “Trucking Plaintiffs”) by Defendant Larsen required the Trucking Plaintiffs to be absent overnight from their permanent places of residence.

24. Defendant Larsen’s offer to the Trucking Plaintiffs of work in Dalhart, coupled with their acceptance of that offer, created a “working arrangement” between those Plaintiffs and Defendant within the meaning of AWPAs, 29 U.S.C. § 1822(c).

25. Among other things, the working arrangement between the Trucking Plaintiffs and Defendant Larsen called for them to leave their places of residence and to travel from their places of residence to work for Defendant Larsen.

26. The working arrangement between Defendant Larsen and the Trucking Plaintiffs implicitly included, as a material term, a promise by Defendant Larsen to comply with applicable

federal and state labor protection standards, including health and safety standards in the workplace.

27. Finally, the working arrangement between the Trucking Plaintiffs and Defendant Larsen called for Defendant Larsen to pay the Trucking Plaintiffs \$15 an hour for all hours worked and payment of \$22.50 for all hours worked in excess of 40 hours per week.

28. The Trucking Plaintiffs' duties included the following: driving 18-wheelers between underground storage units and the processing shed, loading and unloading potatoes, and maintenance of the trucks. All these duties were conducted on or near Defendant Larsen's premises in Dalhart, Texas.

29. At the time when the Trucking Plaintiffs were recruited in Texas, Defendant Larsen did not provide them with any written disclosures of the terms and conditions of the employment for which Defendant Larsen recruited Plaintiffs.

30. From July 2014 to December 2014, Mr. Ruiz and Mr. Esparza diligently performed their potato trucking duties. From September 2014 to January 2015, Mr. Duarte diligently performed his potato trucking duties. All of their duties took place on Defendant Larsen's potato farm operations property and bordering county roads in and around Dallam County.

31. During their time working for Defendant Larsen, Larsen Farms routinely required the Trucking Plaintiffs to work through their lunch break. Nonetheless, Defendant Larsen failed to pay the Trucking Plaintiffs -- either at the minimum wage of \$7.25 or their overtime wage of \$22.50 per hour -- their promised pay for the work they performed during the lunch break they did not receive.

32. Upon information and belief, Defendant Larsen's payroll records were inaccurate because it underreported the actual number of hours the Trucking Plaintiffs spent working on various workdays and did not include time spent working during their lunch break.

33. Upon information and belief, Defendant Larsen did not maintain payroll records accurately reflecting the number of hours worked by each Trucking Plaintiff.

34. Defendant Larsen did not act in good faith or have reasonable grounds for believing the FLSA was not applicable to its employment of the Trucking Plaintiffs.

35. Defendant Larsen Farms provided pay statements to the Trucking Plaintiffs that did not accurately show or reflect the number of hours the Trucking Plaintiffs worked during each pay period.

B. Defendant Larsen Fires Plaintiff Jorge Ruiz.

36. In or about December 4 to 8, 2014, Jorge Ruiz expressed his opposition to Defendant Larsen's practice of requiring workers to work through lunch while still deducting their pay as if the workers had actually received a lunch break. Mr. Ruiz expressed his opposition to his supervisor, Sergio Madrid.

37. Luis Huaracha was Mr. Ruiz' crew leader in charge of the entire farm operations. On or about December 18, 2014, Luis Huaracha aggressively yelled at Mr. Ruiz regarding Mr. Ruiz's opposition to Defendant Larsen's pay practices. Mr. Ruiz again raised concerns, this time directly to Luis Huaracha, regarding Defendant Larsen's failure to pay drivers for their lunch break. Mr. Ruiz demanded that Defendant Larsen pay the truck drivers overtime for the time during lunch hours in which they worked but for which they were not paid.

38. The following day, Sergio Madrid approached Mr. Ruiz and fired him.

39. Defendant Larsen's reason for firing Mr. Ruiz was pretextual and without basis. Defendant Larsen terminated Mr. Ruiz's employment because he engaged in protected activity as defined under the FLSA and the AWPAA.

40. Defendant Larsen's termination of Mr. Ruiz constituted retaliation under the FLSA and the AWPAA. He suffered injuries and damages as a result of Defendant Larsen's actions and omissions.

C. Defendant Larsen Constructively Discharges Plaintiff Jose Duarte.

41. On or around January 24, 2015, a supervisor took Jose Duarte out to a field about 30 miles from Defendant Larsen's processing plant in Dalhart, Texas. The supervisor informed Mr. Duarte that Mr. Duarte would no longer be paid \$15 an hour with overtime for driving potato trucks but would be paid less than \$10.50 an hour, and without overtime.

42. The supervisor informed Mr. Duarte that his job duties would not change but that Mr. Duarte and his co-workers -- none of whom were H-2A workers -- would now be considered as "part of the farm", *i.e.*, he would be paid at the same rate as workers in the field (as opposed to a truck driver).

43. The drop in pay constituted a pay cut of over 40 to 50% for Mr. Duarte. This pay cut was so substantial that he could no longer afford to hold onto the job. As a result, Mr. Duarte informed the supervisor that Mr. Duarte would have to leave because the pay cut was too severe. Mr. Duarte also informed this supervisor that Mr. Duarte would report Larsen Farms to labor authorities.

44. After Mr. Duarte left Larsen Farms, he stayed in Dalhart and tried to contact Human Resources personnel at Defendant Larsen several times to ask it to reconsider the pay-cut. Larsen Farms would not do so and would not hire him back at his original rate of pay. When

Defendant Larsen failed to hire Duarte back at his previous rate of pay, he returned to El Paso, Texas.

45. Mr. Duarte suffered substantially as a result of this mistreatment.

D. Defendant Larsen Hired Plaintiff Ricardo Peña Ramirez to Conduct Farm Work in 2014 and 2015.

46. In 2014, Ricardo Peña Ramirez had his permanent place of residence more than 150 miles from Dalhart, Texas.

47. Defendant Larsen hired Mr. Peña as a field worker in the summer of 2014 to harvest potatoes for the season – finishing around the November holidays. Defendant Larsen promised Mr. Peña a pay rate of \$10.86 per hour. Defendant Larsen also promised Mr. Peña he could stay in farmworker housing located on Defendant Larsen’s property for free.

48. Defendant Larsen’s offer to Mr. Peña of work in Dalhart, coupled with Mr. Peña’s acceptance of that offer, created a “working arrangement” between him and Defendant Larsen within the meaning of AWPAA, 29 U.S.C. § 1822(c).

49. Among other things, the working arrangement between Mr. Peña and Defendant Larsen called for Mr. Peña to live away from his place of residence during the harvest season while employed by Larsen Farms.

50. The working arrangement between Defendant Larsen and Mr. Peña implicitly included, as a material term, a promise by Defendant Larsen to comply with applicable federal and state labor protection standards, including health and safety standards in the workplace.

51. Finally, the working arrangement between Mr. Peña and Defendant Larsen called for Mr. Peña to be paid \$10.86 an hour for all hours worked and to receive housing at no cost to him.

52. Several months after Mr. Peña started working for Defendant Larsen, Larsen Farms hired several Mexican workers to travel from Mexico to the United States on temporary visas to perform for Defendant Larsen the same job duties as Mr. Peña's job duties.

53. Defendant Larsen voluntarily entered into the H-2A visa program. In doing so, Defendant Larsen promised the following terms of employment for these temporary field workers -- described on the U.S. Department of Labor Form ETA 790 that Defendant Larsen submitted to secure alien workers -- including to:

- a. pay field workers a wage rate of \$10.86 per hour;
- b. comply with all federal, state, and local employment-related laws;
- c. provide free local transportation to work; and
- d. provide free housing to all workers.

54. In or around the time that H-2A temporary workers were arriving to conduct field work for Defendant Larsen at its Dalhart site, Larsen Farms crew leader Guillermo Huaracha informed Mr. Peña that Mr. Peña would need to move out of the free housing to make room for workers arriving on temporary visas.

55. As a result of this eviction, Mr. Peña was forced to rent a room in the town of Dalhart at his own expense and to find his own transportation to work on a daily basis.

56. Mr. Peña finished his duties for Defendant Larsen in or around November 2014 and began preparing to return to his home. Prior to leaving, his supervisor, Sergio Perez, informed Mr. Peña that Defendant Larsen would hire him for similar work and under the same terms and conditions if Mr. Peña returned to Dalhart in January 2015.

57. In reliance on Perez's statement, Mr. Peña returned to Dalhart in January 2015.

58. Upon arrival, Mr. Peña immediately sought to live in the farmworker housing and requested this accommodation of both a representative from Defendant Larsen's Human Resources staff and Luis Huaracha, the crew leader. Both of them told Mr. Peña that he would need to seek housing in Dalhart and that the free farmworker housing on their premises was unavailable to him. At the time, the H-2A temporary workers were living in the housing.

59. Again, Mr. Peña was forced to rent a room in Dalhart and to find and pay for his own transportation to work on a daily basis.

60. Mr. Peña also asked to work in the field for the same salary he received the previous year. Defendant Larsen, however, had him work in the mechanic's shop for a lesser rate of \$10.36 an hour.

61. A short time later, Defendant Larsen moved Mr. Peña to the packing shed to process potatoes where Defendant Larsen paid him only \$8.50 an hour.

62. When Mr. Peña raised concerns about the pay, Defendant Larsen's agent in Human Resources assured Mr. Peña that he would be able to work in the fields in March 2015 at his old rate of pay.

63. Then, suddenly, on February 17, 2015, Mr. Peña's supervisor swore at him in a manner that was disrespectful. Mr. Peña requested that Defendant Larsen shift him to another supervisor.

64. The following day, a Human Resources representative of Defendant Larsen informed Mr. Peña that Mr. Peña was laid off from his position in the packing shed.

65. Mr. Peña requested at that time that the Human Resources representative move him to work in the fields, but she told him that there was no work available in the fields.

66. Mr. Peña called Defendant Larsen several times in February and March to seek employment in the fields. One supervisor informed Mr. Peña that there were no vacancies because workers on temporary visas were arriving to fill those jobs.

67. At no point did Defendant Larsen inform Mr. Peña that he was not eligible for rehire or not qualified to work in the fields.

68. As a result of Defendant Larsen's actions, Mr. Peña suffered substantial injury.

V. PLAINTIFFS' CAUSES OF ACTION

FIRST CAUSE OF ACTION: FAIR LABOR STANDARDS ACT -- MINIMUM WAGE AND OVERTIME VIOLATIONS (PLAINTIFFS DUARTE, RUIZ, AND ESPARZA)

69. Plaintiffs reincorporate and re-allege all paragraphs above in this complaint as if fully set forth herein.

70. Plaintiffs' claims arise under the FLSA, 29 U.S.C. §§ 201-219, against Defendant Larsen.

71. Defendant Larsen produces, markets, and sells potatoes worldwide and is one of the biggest potato producers in the United States. Defendant Larsen sells products worldwide through a variety of organizations, including wholly owned subsidiaries, joint ventures, sales representatives, and independent dealers.

72. At all times during Plaintiffs' work for Defendant in 2014 and 2015, each Plaintiff was employed in commerce or in the production of goods for commerce, or was employed in an enterprise engaged in commerce or the production of goods for commerce, within the meaning of the FLSA.

73. In 2014 and 2015, Defendant Larsen employed Plaintiffs within the meaning of 29 U.S.C. § 203(g).

74. In 2014 and 2015, Defendant Larsen was Plaintiffs' "employer" within the meaning of FLSA, 29 U.S.C. § 203(d).

75. In 2014 and 2015, the relevant FLSA minimum wage was the federal minimum wage -- \$7.25 an hour.

76. In 2014 and 2015, the relevant FLSA overtime rate was one and one-half times the regular rate of pay for all hours worked over 40 hours in a workweek.

77. Defendant Larsen violated the Trucking Plaintiffs' rights under the FLSA by failing to pay each Trucking Plaintiff not less than the federal FLSA minimum wage for every hour worked by that Plaintiff in each workweek.

78. Defendant Larsen violated the Trucking Plaintiffs' rights under the FLSA by failing to pay each Trucking Plaintiff not less than one and one-half times the regular rate of pay for all hours worked over 40 hours per workweek.

79. Under the FLSA, the Trucking Plaintiffs are entitled to receive their unpaid minimum wages, an additional equal amount in liquidated damages, and attorney's fees and costs of court. Accordingly, Plaintiffs seek the full amount of damages available to them plus their reasonable attorney's fees and costs of court.

**SECOND CAUSE OF ACTION:
MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT
(ALL PLAINTIFFS)**

80. Plaintiffs reincorporate and re-allege all paragraphs above in this complaint as if fully set forth herein.

81. In 2014 and 2015, each Plaintiff was a "migrant agricultural worker" within the meaning of 29 U.S.C. § 1802(8)(A).

82. In 2014 and 2015, Defendant Larsen was an “agricultural employer” within the meaning of 29 U.S.C. § 1802(2).

83. Defendant Larsen employed Plaintiffs within the meaning of 29 U.S.C. § 1802(5)(g) during the course of their employment in 2014 and 2015 at Larsen Farms.

84. In 2014 and 2015, Plaintiffs, while employed by Defendant Larsen, were engaged in “agricultural employment” as defined by 29 U.S.C. § 1802(3).

85. Defendant Larsen Farms intentionally violated Plaintiffs’ rights under the AWPAs by, *inter alia*:

a. Knowingly providing false and misleading information to Plaintiffs regarding the terms, conditions, and existence of agricultural employment, in violation of 29 U.S.C. § 1821(f);

b. Violating the terms of the working arrangement made with Plaintiffs, in violation of 29 U.S.C. § 1822(c) by failing, without justification, to:

i. pay the Trucking Plaintiffs according to their working arrangement;

ii. provide Mr. Peña with free housing that met federal and Texas standards in 2014 and 2015;

iii. provide Mr. Peña with field work in 2015 at a rate of pay of \$10.86 an hour in the 2015 season; and

iv. provide Mr. Duarte with work at a rate of pay of \$15 an hour and overtime compensation of \$22.50 for all hours worked over 40 hours per workweek in 2015.

c. Discharging Mr. Ruiz because he made a complaint pursuant to the AWPAs, in violation of 29 U.S.C. § 1855(a);

d. Failing to provide adequate pay statements to each Plaintiff accurately setting forth the number of hours Plaintiffs worked and for which they should have been accurately paid and other required information, in violation of 29 U.S.C. § 1821(d)(2); and

e. Failing to keep adequate payroll records for each Plaintiff, in violation of 29 U.S.C. § 1821(d)(1).

86. As a direct consequence of Defendant Larsen's violations of Plaintiffs' rights under the AWPAs, Plaintiffs suffered substantial injury.

87. Under the AWPAs, Plaintiffs are entitled to receive up to \$500 per violation in statutory damages, or their actual damages, whichever is greater, for each violation, per season. Plaintiffs seek the full amount of damages available.

**THIRD CAUSE OF ACTION:
BREACH OF CONTRACT
(ALL PLAINTIFFS)**

88. Plaintiffs reincorporate and re-allege all paragraphs above in this complaint as if fully set forth herein.

89. Defendant Larsen entered into an individual employment contract with each Plaintiff when each Plaintiff accepted Defendant Larsen's offer of employment.

90. By agreeing to travel to Defendant Larsen's Dalhart site to work for Larsen Farms on the terms described by Defendant Larsen, Plaintiffs accepted Defendant Larsen's offer.

91. Plaintiffs further accepted the terms and conditions offered by Defendant Larsen when they performed the labor Defendant Larsen asked them to perform at Defendant Larsen's Dalhart operation.

92. Defendant Larsen breached each contract of employment with Plaintiffs by failing to comply with the promised terms and conditions of employment.

93. Defendant Larsen's breach was material.

94. As a direct consequence of Defendant Larsen's breach of the employment contracts, Plaintiffs suffered damages and substantial injury.

95. If Plaintiffs establish Defendant Larsen's liability, Defendant Larsen is liable to Plaintiffs for Plaintiffs' expectancy, reliance (direct, incidental, and consequential damages) and restitution damages, and attorney's fees and costs under Tex. Civ. Prac. & Rem. Code Ann. §§ 38.001.

**FOURTH CAUSE OF ACTION:
PROMISSORY ESTOPPEL
(ALL PLAINTIFFS)**

96. Plaintiffs re-allege and incorporate by reference all paragraphs above in this complaint as if fully set forth herein.

97. Plaintiffs acted in reasonable and detrimental reliance on Defendant Larsen's promises regarding the terms and conditions of the employment arrangement.

98. Further, acting in reasonable and detrimental reliance on Defendant Larsen's promises, Plaintiffs performed their labor, which benefited Defendant Larsen.

99. Defendant Larsen intentionally designed its promises regarding the terms and conditions of the employment arrangement to induce or tacitly encourage Plaintiffs to rely on those promises, and to act thereon, to Plaintiffs' detriment.

100. Plaintiffs' conduct in reliance on Defendant Larsen's promises was at all times known to Defendant Larsen.

101. If Plaintiffs establish Defendant Larsen's liability, Plaintiffs are entitled to fair compensation for their services provided in order to avoid the unjust enrichment of Defendant Larsen.

102. If Defendant Larsen is liable to Plaintiffs, Defendant Larsen is also liable for damages directly caused by Plaintiffs' reasonable and detrimental reliance on Defendant Larsen's promises.

**FIFTH CAUSE OF ACTION:
QUANTUM MERUIT -- CONTRACT IMPLIED-IN-LAW
(ALL PLAINTIFFS)**

103. Plaintiffs reincorporate and re-allege all paragraphs above in this complaint as if fully set forth herein.

104. By providing labor for Defendant Larsen during 2014 and 2015, Plaintiffs provided valuable services to Defendant Larsen.

105. Defendant Larsen accepted, used, and enjoyed Plaintiffs' services.

106. Despite accepting, using, and enjoying Plaintiffs' services, Defendant Larsen failed to pay Plaintiffs as agreed upon for their work, and Defendant Larsen was thereby unjustly enriched.

107. Plaintiffs are therefore entitled to recover from Defendant Larsen in *quantum meruit* to compensate Plaintiffs for the value of the services provided to Defendant Larsen.

**SIXTH CAUSE OF ACTION:
FAIR LABOR STANDARDS ACT -- RETALIATION
(JORGE RUIZ)**

108. Plaintiff Jorge Ruiz reincorporates and re-alleges all paragraphs above in this complaint as if fully set forth herein.

109. Plaintiff Jorge Ruiz affirmatively engaged in protected activity when Mr. Ruiz protested Defendant Larsen's effort to deny him minimum wage and overtime in relation to the Trucking Plaintiffs' uncompensated lunch breaks when they were not relieved from work duty.

110. As a result of Mr. Ruiz's protected activity, Defendant Larsen terminated his employment.

111. Defendant Larsen's termination of Mr. Ruiz's employment following his engagement in protected activity would dissuade a reasonable worker from engaging in or supporting protected activity in the future.

112. As such, Defendant Larsen's actions constituted illegal retaliation under the FLSA pursuant to 29 U.S.C. § 216(b). Because of Defendant Larsen's unlawful actions, Mr. Ruiz suffered substantial damages.

113. Mr. Ruiz is entitled to recover: (1) damages that arose as a result of Defendant Larsen's actions; and (2) any other legal or equitable relief as may be appropriate to effect the purposes of the FLSA.

114. Defendant Larsen's termination of Mr. Ruiz's employment was willful, wanton, and in gross disregard for his rights, entitling Mr. Ruiz to recover punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court grant them the following relief:

- a. Enter a declaratory judgment that Defendant Larsen violated Plaintiffs' rights under the FLSA;
- b. Enter a declaratory judgment that Defendant Larsen violated Plaintiffs' rights under the AWPA;
- c. Enter a declaratory judgment that Defendant Larsen breached Plaintiffs' employment contracts;
- d. Enter a declaratory judgment that Defendant Larsen is liable to Plaintiffs based on Plaintiffs' promissory estoppel claim;
- e. Enter a declaratory judgment that Defendant Larsen is liable to Plaintiffs based on Plaintiffs' *quantum meruit* claim;

- f. Award Plaintiffs their actual damages or, alternatively, statutory damages of \$500.00 per person, per violation in each season, whichever is greater, for Defendant Larsen's violations of the AWPAs;
- g. Award Plaintiffs their unpaid minimum wages and unpaid overtime compensation, plus an equal amount in liquidated damages, and attorney's fees and cost of the court for Defendant Larsen's violations of the minimum wage and overtime provisions of the FLSA;
- h. Award Plaintiffs their actual, incidental, and consequential damages resulting from Defendant Larsen's breach of contract, including their attorney's fees;
- i. Award Plaintiffs their damages resulting from their reasonable and detrimental reliance on Defendant Larsen's promises;
- j. Award Plaintiffs the value of their services in *quantum meruit*;
- k. Award Plaintiff Jorge Ruiz his actual, incidental, consequential, liquidated, and punitive damages, and attorney's fees and costs of court, resulting from Defendant Larsen's retaliation against him in violation of the FLSA;
- l. Award Plaintiffs prejudgment and post-judgment interest as allowed by law;
- m. Award costs of the court; and
- n. Award Plaintiffs such other relief as this Court deems just and proper.

Respectfully submitted,

Texas RioGrande Legal Aid, Inc.
5439 Lindenwood Ave.
St. Louis, Missouri 63109
Telephone: (314) 449-5161
Fax: (615) 366-3349

By:
/s/ Douglas L. Stevick
Douglas L. Stevick
Texas Bar No. 00797498
dstevick@trla.org

Texas RioGrande Legal Aid, Inc.
1331 Texas Ave.
El Paso, Texas 79901
Telephone: (915) 585-5100
Fax: (915) 544-3789

By:
Christopher Benoit
Texas Bar No. 24068653
cbenoit@trla.org
Motion for Pro Hac Vice Admission Forthcoming

ATTORNEYS FOR PLAINTIFFS JOSE DUARTE
AND RICARDO PENA RAMIREZ

Paso del Norte Civil Rights Project
1317 E. Rio Grande Ave.
El Paso, Texas 79902
Telephone: (915) 532-3799
Fax: (915) 532-8892

By:
Brian Jacobi
Texas Bar No. 24085395
jacobi@texascivilrightsproject.org
Motion for Pro Hac Vice Admission Forthcoming

ATTORNEY FOR PLAINTIFFS JORGE RUIZ
AND JOSE RAMON RUIZ ESPARZA

Hoffman, Sheffield, Sauseda & Hoffman, P.L.L.C.
1008 S. Madison
Amarillo, Texas 79101
Telephone: (806) 376-8903
Fax: (806) 376-5345

By:
/s/ J.E. Sauseda
J.E. Sauseda
Texas Bar No. 17688200
jesauseda@hsshlaw.com

ATTORNEY FOR ALL PLAINTIFFS

CIVIL COVER SHEET

JS 44-TXND (Rev. 12/12)

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

I. (a) PLAINTIFFS
 Jose Duarte, Ricardo Pena Ramirez, Jorge Ruiz, and Jose Ramon Ruiz Esparza

(b) County of Residence of First Listed Plaintiff El Paso, Texas
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Douglas L. Stevick, Texas RioGrande Legal Aid, Inc., 5439 Lindenwood Ave., St. Louis, MO 63109; telephone 314-449-5161
 See continuation sheet for remaining attorneys

DEFENDANTS
 Blaine Larsen Farms, Inc.

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

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

Attorneys (If Known)
 unknown

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. §§ 201 et seq. ("FLSA") and 29 U.S.C. §§ 1801 et seq. ("AWPA")

Brief description of cause:
Migrant farmworkers seeking unpaid wages and damages for retaliatory discharge

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED PENDING OR CLOSED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 12/17/2015

SIGNATURE OF ATTORNEY OF RECORD:
Douglas L. Stevick

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Duarte v. Blaine Larsen Farms, Inc. Continuation Sheet for Item I(c) of Civil Cover Sheet:

Plaintiffs' Attorneys

J.E. Sauseda
Hoffman, Sheffield, Sauseda & Hoffman, P.L.L.C.
1008 S. Madison
Amarillo, TX 79101
Telephone: 806-376-8903

Christopher Benoit
Texas RioGrande Legal Aid, Inc.
1331 Texas Ave.
El Paso, TX 79901
Telephone: 915-585-5100
Motion for Pro Hac Vice Admission Forthcoming

Brian Jacobi
Paso del Norte Civil Rights Project
1317 E. Rio Grande Ave.
El Paso, TX 79902
Telephone: 915-532-3799
Motion for Pro Hac Vice Admission Forthcoming