

**FILED**  
JUN 14 2018

YAKIMA COUNTY CLERK

**SUPERIOR COURT OF WASHINGTON  
FOR YAKIMA COUNTY**

FAMILIAS UNIDAS POR LA JUSTICIA,

Plaintiffs,

vs.

LARSON ORCHARDS MANAGEMENT,  
INC., WAFLA, and CSI VISA  
PROCESSING S.C.,

Defendants.

No. **1820203339**COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF**I. PRELIMINARY STATEMENT**

1. This is a labor law case on behalf of highly vulnerable H-2A workers from Mexico who, with the help of a Washington labor union (Familias Unidas por la Justicia), raised multiple safety and health issues with their employer (Larson Orchards) and their Washington state labor contractor (WAFLA) during the 2017 apple harvest and, as a result, are presently being blacklisted and denied future employment at Larson Orchards despite repeated attempts to be re-hired for the 2018 season. Specifically, Larson Orchards and WAFLA refuse to tell their Mexican labor contractor (CSI) to recruit and process these H-2A workers in violation of a 2017 anti-retaliation contractual provision and Washington's Little-Norris LaGuardia Act.

1           2.       Familias Unidas asserts Larson Orchards is violating the anti-retaliation provision  
2 of the contract the company signed last fall, which states:

3           **Larson will not permit retaliation against anyone who has made complaints**  
4           **or participated in the work stoppage or has cooperated in the investigation of**  
5           **any complaints. This includes** refraining from any communications with  
6           individuals or entities involved in the recruitment of H-2A workers that would  
7           result in employees at the Ranch **being black-listed or denied future**  
8           **employment in subsequent years** assuming they satisfactorily finish the 2017 H-  
9           2A contract. Larson will specifically instruct WAFLA, its H-2A agent, to comply  
10          with the non-retaliation provision of this agreement.

11          3.       Familias Unidas also asserts that the Defendants are jointly violating the Little  
12          Norris-LaGuardia Act which states that all workers “shall be free from interference, restraint, or  
13          coercion of employers of labor, or their agents . . . in self-organization or in other concerted  
14          activities for the purpose of collective bargaining or other mutual aid or protections.”  
15          Defendants’ retaliatory acts, including the failure to rehire workers who engaged in concerted  
16          activity to improve their working conditions in 2017, violate that Act.

## 17                               II.    JURISDICTION AND VENUE

18          4.       This court has jurisdiction over this action pursuant to RCW 2.08.010.

19          5.       Venue is proper in this court under RCW 4.12.025(1).

## 20                               III.   PARTIES

21          6.       Familias Unidas por la Justicia (“Familias Unidas”) is a recognized Washington  
22          labor union formed to protect the rights of farm workers who seek to use collective action and  
23          concerted activity with regard to wages, hours, and working conditions in agricultural  
24          employment.

1           7.     Defendant Larson Orchards Management, Inc. ("Larson Orchards") is a  
2 Washington corporation with its principal place of business in Yakima, Washington located in  
3 Yakima County.

4           8.     Defendant WAFLA is an agent of Larson Orchards with its principal place of  
5 business in Lacey, Washington located in Thurston County.

6           9.     Defendant CSI Visa Processing S.C. ("CSI") is a Mexican company with its  
7 principal place of business in Durango, Mexico.

#### 8                               **IV. STATEMENT OF FACTS**

##### 9     **Defendants and Background with Mexican Labor Recruiter CSI Visa Processing**

10          10.    Larson Orchards Management, Inc. owns and operates orchards throughout  
11 Yakima County and Grant County.

12          11.    WAFLA is a business that, in part, works with agricultural employer members  
13 throughout Washington State to supply H-2A foreign workers from Mexico and other countries.

14          12.    Larson Orchards is a member of WAFLA.

15          13.    WAFLA obtains H-2A workers in Mexico, in part, through CSI Visa Processing,  
16 a Mexican labor contractor.

17          14.    CSI has offices throughout Mexico.

18          15.    CSI's website contains a short video explaining how workers can obtain H-2A  
19 visas to work in the United States through CSI: <http://www.csivp.com/en/>.

20          16.    Upon information and belief, WAFLA maintains a database of H-2A workers and  
21 provides information to its members regarding their work history.

1           17.    Upon information and belief, WAFLA or Larson Orchards contracts with CSI to  
2 both supply workers on a list provided by agricultural employers like Larson Orchards as well as  
3 recruit additional workers to fill the labor supply needs of agricultural employers.

4           18.    Most H-2A workers obtain work at Larson Orchards by signing up through CSI  
5 Visa Processing.

6           19.    Upon information and belief, WAFLA or Larson Orchards signed contracts with  
7 CSI to supply H-2A workers for Larson Orchards at various orchards in Washington State  
8 including its orchard in Quincy, Washington.

9           20.    Upon information and belief, Larson Orchards or WAFLA supplied CSI with a  
10 list of preferred workers to recruit to work for Larson Orchards.

11          21.    WAFLA and CSI worked together to obtain H-2A visas for and transport H-2A  
12 workers from Mexico to Washington State.

13          22.    Upon information and belief, CSI will not process a worker to obtain an H-2A  
14 visa to work at Larson Orchards if they are not on the "to hire" list provided by Larson Orchards  
15 or WAFLA.

16          23.    The workers signed up to obtain H-2A visas to work at Larson Orchards at the  
17 CSI offices in either Nayarit or Durango, Mexico, depending upon where they live.

18          24.    Workers that lived in Nayarit worked through CSI representative Ediberto Serrano  
19 to complete the necessary paperwork to return as an H-2A worker.

20 **Familias Unidas por la Justicia**

21          25.    Familias Unidas por la Justicia is an agricultural labor union.

22          26.    Ramon Torres is the president of Familias Unidas.

1           27.     In the fall of 2017, Mr. Torres went to Larson's Quincy orchard to meet with  
2 striking and fired H-2A workers and negotiate a return to work agreement with the company.

3           28.     The striking and fired H-2A workers signed Familias Unidas union membership  
4 cards as affiliated members pursuant to Familias Unidas' constitution.

5           29.     Seventeen striking and fired H-2A workers signed the return to work agreement  
6 as members of Familias Unidas.

7           30.     These workers engaged in organizing workers at Larson Orchards.

8 **Larson Orchards' Recruitment of H-2A Workers at Quincy Orchard - 2016**

9           31.     In 2016, Larson Orchards requested and obtained visas to hire 106 H-2A workers  
10 from Mexico at its orchards in Washington State.

11           32.     Larson Orchards had one H-2A contract from February-November for 36 H-2A  
12 workers and a second H-2A contract for 70 workers from May-November.

13           33.     WAFLA prepared the 2016 H-2A contracts for Larson Orchards.

14           34.     Most of the seventeen striking and fired H-2A workers referenced above worked  
15 for Larson Orchards in 2016 and were recruited and employed under the second H-2A contract  
16 from May -November.

17           35.     All were housed and employed at Larson Orchards' orchards in Quincy,  
18 Washington.

19           36.     All of those workers are affiliated members of Familias Unidas.

20           37.     Many of those workers obtained H-2A visas with Larson Orchards by applying to  
21 and working with the manager of CSI's office in Santiago Ixcuintla, Nayarit, Ediberto Serrano.

22           38.     Each of the workers satisfactorily completed the 2016 H-2A work contract.  
23

1   **Larson Orchards' Recruitment of H-2A Workers at Quincy Orchard – 2017**

2           39.     At the end of the 2016 harvest, Larson actively recruited the Quincy H-2A  
3 workers to return to work at Larson Orchards' Quincy orchards in 2017.

4           40.     Larson Orchards not only made arrangements for the 2016 H-2A workers to  
5 return in 2017, but also recruited them to start earlier in February and work all the way through  
6 apple harvest.

7           41.     In 2017, Larson Orchards requested and obtained an additional 50 H-2A workers  
8 for a total of 156 to work at its various orchards in Washington State.

9           42.     In 2017, Larson Orchards hired the remainder of the 2017 striking and fired  
10 workers who did not work for Larson Orchards in 2016.

11          43.     Defendants brought up these H-2A workers from Mexico to Washington in  
12 February, with the remaining H-2A workers hired in June.

13          44.     WAFLA prepared the 2017 H-2A contracts for Larson Orchards.

14          45.     In 2017, WAFLA and CSI advised the H-2A workers about the terms and  
15 conditions of work at Larson.

16          46.     Upon information and belief, a WAFLA staff member traveled to Mexico in 2017  
17 to assist CSI with the processing of the H-2A workers.

18          47.     Upon information and belief, WAFLA transported H-2A workers from the  
19 Mexican border to Larson's orchards in Washington State.

20   **2017 Problems at Larson Orchard in Quincy**

21          48.     Throughout 2017 there were significant problems with the working conditions at  
22 Larson's orchard in Quincy.

1           49.     On or about September 6, 2017, a group of H-2A workers engaged in concerted  
2 activity by providing a letter to Larson with a list of over thirty (30) problems and requested a  
3 meeting with the owners of the orchard to amicably resolve the problems face-to-face.

4           50.     A sample of the problems on that list included: threats, racial and sexual slurs,  
5 unjustified warnings and terminations, unsafe working conditions (spraying pesticides in orchard  
6 blocks where workers are working, broken ladders, etc.), lack of medical attention, refusal to  
7 take workers to the doctor, working 12-hour days with only one ten-minute break, falsification of  
8 pay stubs.

9           51.     The H-2A workers refused to work until they met with the owners of Larson.

10          52.     The owners of Larson refused to meet with the workers.

11          53.     Instead, on September 7, 2017, Larson sent a company representative along with a  
12 representative from WAFLA to Larson's labor camp in Quincy to tell the H-2A workers they  
13 had two choices: go back to work or go home to Mexico.

14          54.     On September 8, 2017, the H-2A workers returned to work but the work  
15 conditions continued to deteriorate.

16          55.     Larson Orchards increased oversight and supervision of the H-2A workers in an  
17 effort to intimidate and remove key leaders of the strike through unsubstantiated warnings.

18          56.     According to the express terms of Larson Orchards' 2017 H-2A contracts,  
19 workers can only be terminated for cause after "several warnings" have been issued and the  
20 worker has been given an opportunity to improve any alleged deficiencies in their work  
21 performance.  
22  
23

1           57.     On September 9, 2017, Larson Orchards fired three of the H-2A workers – Carlos  
2 Garcia, Cristian Ochoa, and Julio Siordia – for unfounded work-related problems in retaliation  
3 for concerted activity and to send a message to other H-2A workers at Larson Orchards.

4           58.     On September 10, 2017, the H-2A workers went back on strike to improve their  
5 working conditions and push for their co-workers to be reinstated.

6           59.     The strike lasted for several days with the H-2A workers calling in Familias  
7 Unidas por la Justicia to help them negotiate with Larson Orchards and publicize their plight.

8           60.     With the help of Familias Unidas, the H-2A workers obtained an agreement from  
9 Larson Orchards to return each of the fired H-2A workers to work, to remove all warnings from  
10 personnel files, to remove an abusive foreman from direct supervision, and to refrain from  
11 retaliating against the workers.

12          61.     The anti-retaliation pledge states that, “Larson will not retaliate against anyone  
13 who has made complaints or participated in the work stoppage or has cooperated in the  
14 investigation of any complaints.”

15          62.     The anti-retaliation pledge further states, “This includes refraining from any  
16 communications with individuals or entities involved in the recruitment of H-2A workers that  
17 would result in employees at the Ranch being black-listed or denied future employment in  
18 subsequent years assuming they satisfactorily finish the 2017 H-2A contract.”

19          63.     The anti-retaliation pledge further states, “Larson will specifically instruct  
20 WAFLA, its H-2A agent, to comply with the non-retaliation provision of this agreement.”

21          64.     The anti-retaliation pledge further states, “WAFLA further agrees that to the  
22 extent required by law should any of the 2017 Ranch employees choose to seek H-2A  
23



1 employment with other agricultural employers, WAFLA and its recruiters shall not black-list or  
2 deny future employment due to the actions taken this year to improve their working conditions.”

3 65. The agreement was drafted by attorneys for the H-2A workers and reviewed and  
4 agreed to by attorneys for Larson Orchards and WAFLA.

5 66. On September 13, 2017, Keith Larson signed the agreement (attached as Exhibit  
6 1) as an “Owner” on behalf of Larson Orchards.

7 67. On September 13, 2017, the H-2A workers signed the agreement as members of  
8 Familias Unidas por la Justicia (“FUJ”).

9 68. WAFLA’s president, Dan Fazio, refused to sign the agreement despite Larson  
10 requesting that WAFLA sign.

11 69. The H-2A workers returned to work after the agreement was signed and finished  
12 out the 2017 H-2A contract satisfactorily and returned to Mexico.

13 70. At the end of the 2017 season, several of the H-2A workers asserted claims for  
14 unpaid rest breaks and sought to negotiate a settlement of those claims through an attorney with  
15 the Northwest Justice Project and Larson Orchards’ attorney.

16 **2018 Retaliation against H-2A Workers Who Engaged in Concerted Activity in 2017**

17 71. WAFLA and Larson Orchards applied to the federal government for the same  
18 number of H-2A visas (156) for 2018 that they obtained in 2017.

19 72. On or about December 14, 2017, Larson Orchards signed paperwork with  
20 WAFLA to recruit 110 H-2A workers to work from February 22, 2018 through November 8,  
21 2018 at a number of orchards including Larson Orchards’ orchards in Quincy.

22 73. On or about March 15, 2018, Larson Orchards signed paperwork with WAFLA to  
23 recruit an additional 46 H-2A workers from May 28, 2019 to November 8, 2018.

1           74.     WAFLA is Larson Orchards' agent according to the 2018 H-2A contracts.

2           75.     As part of the H-2A application process, Larson Orchards signed an "Assurance"  
3 that the "working conditions comply with applicable Federal and State minimum wage, child  
4 labor, social security, health and safety, farm labor contractor registration and other employment-  
5 related laws."

6           76.     The work offered in the 2018 H-2A contracts is nearly identical to the work  
7 offered in the 2017 H-2A contracts.

8           77.     On January 17, 2018, WAFLA held its annual "H-2A WA Workforce Summit" at  
9 the Wenatchee Convention Center.

10          78.     The first general session of the day on the agenda, from 9:30-11:00 a.m., was  
11 titled, "Labor Unrest – H-2A" hosted by Dan Fazio.

12          79.     Roxana Macias from CSI Visa Processing was a featured speaker on the panel.

13          80.     The description of the session stated, "In 2017, H-2A workers enlisted the  
14 assistance of labor unions to help them address workplace concerns. Can they do that?  
15 Absolutely. Do you need to hire them back next year? It depends."

16          81.     The description further states, "The vast majority of H-2A workers merely want  
17 to work hard and preserve the opportunity to return next year."

18          82.     The description further states, "Roxana Macias of CSI VP, the largest recruiter in  
19 Mexico, discusses the issue of returning worker lists in the context of blacklisting."

20          83.     Upon information and belief, Larson Orchards or WAFLA informed CSI that the  
21 H-2A workers who engaged in concerted activity should not be offered work at Larson Orchards  
22 in 2018, and these workers were not put on the returning worker list in retaliation for concerted  
23 work activities in 2017.

1           84.     After the 2017 harvest ended, Larson Orchards actively pursued replacement  
2 workers in order to avoid re-hiring, and to retaliate against, any H-2A worker who participated in  
3 the 2017 strikes.

4           85.     Larson spoke with H-2A workers at its other Washington ranches and recruited  
5 their family members to replace the 2017 striking H-2A workers.

6           86.     Upon information and belief, many of the replacement workers reside in Nayarit  
7 and were recruited by CSI in 2018 to work for Larson Orchards after Larson or WAFLA sent  
8 CSI a list of non-striking preferred workers.

9           87.     The replacement H-2A workers from Nayarit went to the CSI office in Santiago  
10 Ixcuintla and obtained work at Larson Orchards through Ediberto Serrano.

11          88.     H-2A workers who engaged in concerted activity in 2017 sought to return to work  
12 for Larson Orchards in 2018 by going to the CSI offices in Nayarit and Durango, Mexico  
13 multiple times, but they have been told their names are not on the list for Larson Orchards and  
14 therefore, they have not been processed for H-2A visas.

15          89.     Four H-2A workers employed by Larson Orchards in 2017 at the Quincy orchard  
16 who did not participate in the strikes have been re-hired by Larson Orchards to work in 2018.

17          90.     All four H-2A workers that Larson Orchards re-hired live in Nayarit and were  
18 recruited by Ediberto Serrano from CSI's office in Santiago Ixcuintla in Nayarit, Mexico

19          91.     Larson Orchards hired 36 H-2A workers from Mexico to work at its orchards in  
20 Quincy in 2018, and all but four are new workers who have never been employed by Larson  
21 Orchards and have little or no experience working in apple orchards.  
22  
23

1           92.     On May 4, 2018, the attorney for the Northwest Justice Project sent a letter to  
2 Larson Orchards' attorney and informed her that the 17 H-2A workers involved in the 2017 labor  
3 dispute in Quincy had not been re-called for work and asked for a prompt response.

4           93.     The letter states that CSI "informed [the workers] that Larson had provided CSI a  
5 list of the names of worker[s] that the company had invited back to work this season but that the  
6 list did not include their names."

7           94.     The letter further requests: "Would you please inform me whether Larson will be  
8 offering H-2A contracts to any of the 17 workers to work this season, and if so, would you  
9 inform me of the anticipated start date[?]"

10          95.     No response was ever received to the May 4 letter.

11          96.     The last of the H-2A replacement workers brought in by Larson Orchards arrived  
12 in Washington on or about the weekend of June 9-10, 2018.

13          97.     Members of Familias Unidas who engaged in concerted activity at Larson  
14 Orchards in 2017 have suffered economic and emotional distress damages as a result of  
15 Defendants acts and omissions.

16 **CSI's Business Contacts with Washington State**

17          98.     Since 2012 WAFLA has had a business relationship with CSI to help recruit and  
18 supply Mexican workers to obtain H-2A visas and work in Washington State.

19          99.     Since at least 2013, CSI has regularly purchased advertising in WAFLA's annual  
20 reports that are provided to agricultural employers throughout Washington State and posted on  
21 WAFLA's web-site.

22          100.    In those advertisements, CSI touted itself as the "best option" to locate, select,  
23 orient, transport, and process H-2A workers from Mexico.

1           101. In those advertisements, CSI stated the company “is the reliable and reputable H2  
2 agent you need.”

3           102. WAFLA’s 2013 Annual Report informed agricultural employers that having an  
4 agent like CSI in the H-2A worker’s home country was “critical.”

5           103. WAFLA’s 2013 Annual Report informed agricultural employers “the agent is the  
6 link to your foreign workforce” that can recruit workers and “explain the job in detail.”

7           104. In February 2013, CSI and WAFLA staff conducted a joint presentation to 3,500  
8 prospective H-2A workers in Nogales, Mexico where the main message was the opportunities  
9 available “if they are part of the H-2A program and recruited to Washington State to work.”

10          105. Later in 2013, a WAFLA staff member travelled to Colima, Mexico to observe  
11 CSI staff recruit H-2A workers for two different agricultural employers in Washington State.

12          106. Since at least 2014, CSI has contracted directly with WAFLA, to provide labor  
13 recruiting services in Mexico.

14          107. Upon information and belief, during the entire contractual relationship, WAFLA  
15 had a valid Washington farm labor contractor’s license, but CSI did not.

16          108. Since at least 2014, CSI staff have regularly traveled to Washington state to train  
17 agricultural entities in conjunction with WAFLA about the H-2A visa program requirements.

18          109. In 2014, CSI sponsored WAFLA’s Workforce Summit in Kennewick,  
19 Washington.

20          110. In January 2014, CSI’s president, Guillermo Mathus, traveled to Washington state  
21 and attended WAFLA’s conference as a featured speaker.

22          111. In 2016, CSI sponsored WAFLA’s Workforce Summit in Ellensburg,  
23 Washington.

1           112. In January 2016, Guillermo Mathus traveled to Washington state and attended  
2 WAFLA's conference as a featured speaker.

3           113. Mr. Mathus's 2016 biography stated his primary role at CSI was "the recruitment  
4 and evaluation of new and potential candidates for temporary H2 positions."

5           114. Mr. Mathus's 2016 biography stated that he "has been working with H2  
6 employers and workers for over 13 years."

7           115. Roxana Macias also attended the 2016 WAFLA conference in Ellensburg,  
8 Washington and was a featured speaker.

9           116. Roxana Macias has been a full-time employee of CSI since at least 2016 and she  
10 regularly works in Washington State.

11           117. Prior to working with CSI, Roxana Macias was employed for several years by  
12 WAFLA to work on H-2A applications and recruit Washington agricultural employers to hire  
13 WAFLA to provide H-2A related services.

14           118. Ms. Macias's 2016 biography stated her role at CSI was to "ensure all parties  
15 involved in recruitment of H2 workers abide by all applicable laws and regulations."

16           119. Later in 2016, Ms. Macias attended meetings with WAFLA's grower members to  
17 discuss CSI's services and recruit agricultural employers to expand CSI's business opportunities  
18 in Washington state.

19                           **V. CAUSES OF ACTION**

20           **WASHINGTON'S LITTLE NORRIS-LAGUARDIA ACT - RCW 49.32.020**

21           120. Defendants are retaliating against Plaintiffs because they engaged in concerted  
22 activity to improve their working conditions at Larson Orchards in 2017 in violation of  
23 Washington's Little Norris-LaGuardia Act, RCW 49.32.020.

1 **RETALIATION IN VIOLATION OF PUBLIC POICY**

2 121. The actions of Defendants in retaliating against the Plaintiffs who engaged in  
3 concerted activity at Larson Orchards in 2017 violates public policy under Washington common  
4 law.

5 **WASHINGTON FARM LABOR CONTRACTORS ACT – RCW 19.30**

6 122. Defendants are retaliating and discriminating against the Plaintiffs who engaged  
7 in concerted activity at Larson Orchards in 2017 because they discussed or consulted with  
8 persons about their rights under the FLCA in violation of RCW 19.30.190(4).

9 123. Defendants are retaliating and discriminating against the Plaintiffs who engaged  
10 in concerted activity at Larson Orchards in 2017 because they made a claim against Larson  
11 Orchards for compensation in violation of RCW 19.30.190(1).

12 124. In 2016, 2017 and 2018, Defendant Larson Orchards and WAFLA knowingly  
13 used the services of an unlicensed farm labor contractor in violation of RCW 19.30.200.

14 125. In 2016, 2017 and 2018, CSI failed to obtain and carry a current farm labor  
15 contractor's license at all times and exhibit it to the Plaintiffs in violation of RCW 19.30.110(1).

16 126. In 2016, 2017 and 2018, CSI failed to obtain a bond and disclose the existence  
17 and amount of that bond to the Plaintiffs in violation of RCW 19.30.110(2).

18 127. In 2016 and 2017, CSI failed to furnish to the Plaintiffs who were recruited for  
19 work at Larson Orchards with a written statement on the form prescribed by the Washington  
20 State Department of Labor and Industries describing the compensation to be paid and other terms  
21 and conditions of employment in violation of RCW 19.30.110(7).

1 **WASHINGTON CONTRACT LAW**

2 128. Defendant Larson Orchards breached the September 13, 2017 contractual  
3 obligation to refrain from retaliating against the Plaintiffs for engaging in concerted activity at  
4 Larson Orchards in 2017.

5 **WASHINGTON LAW AGAINST DISCRIMINATION – RCW 49.60.180(3)**

6 129. In 2017, Defendants Larson Orchards and WAFLA had a common practice of  
7 mistreating its foreign H-2A workforce that created a hostile work environment based on  
8 national origin and violated the rights of Plaintiffs' who engaged in concerted activity at Larson  
9 Orchards in 2017 to be free from discrimination in employment in violation of RCW  
10 49.60.180(3).

11 **VI. PRAYER FOR RELIEF**

12 Plaintiffs ask this Court to grant them the following relief:

13 1. Enter a temporary, preliminary, and permanent injunction against Defendants  
14 from interfering with the rights of the Plaintiff's members to engage in concerted activity under  
15 Washington's Little Norris-LaGuardia Act and to order the Defendants to immediately recruit,  
16 process, and hire all H-2A workers who are members of Familias Unidas and who engaged in  
17 concerted activity at Larson Orchards in Quincy in 2017;

18 2. Enter a permanent injunction requiring Defendants to inform all H-2A foreign  
19 workers that under Washington law they cannot be retaliated against for engaging in concerted  
20 activity to improve their working conditions;

21 3. Enter a permanent injunction requiring Defendants to refrain from continuing and  
22 future violations of FLCA;



1           4.     Enter a permanent injunction against Defendants Larson Orchards and WAFLA to  
2 prevent them from creating a hostile work environment in the future the violates the WLAD;

3           5.     Exercise its discretion under RCW 4.44.470, RCW 7.40.080, and its inherent  
4 authority under Wash. Const. Art. IV § 6 to waive any bond or security because doing otherwise  
5 would effectively deny Plaintiffs access to preliminary relief because of their indigence;

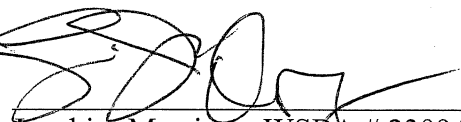
6           6.     Award lost wages to the Plaintiffs employed at Larson Orchards in 2017;

7           7.     Award to the Plaintiffs who were recruited and employed at Larson Orchards  
8 actual damages or \$500 per person per violation, whichever is greater, for each FLCA violation  
9 pursuant to RCW 19.30.170(2).

10          8.     Award attorney fees and costs pursuant to RCW 19.30.170(1), RCW 19.30.180,  
11 RCW 49.48.030, and RCW 49.60.030(2); and,

12          9.     Grant further relief as just and appropriate.

13 DATED this 14<sup>th</sup> day of June, 2018.

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