

1 Edgar Iván Aguilasocho (WSBA #57209)
2 eaguilasocho@farmworkerlaw.com
3 MARTINEZ AGUILASOCHO LAW, INC.
4 P.O. Box 1998
5 Bakersfield, CA 93303
6 info@farmworkerlaw.com

7 Blanca Rodriguez (WSBA #27745)
8 blanca.rodriguez@columbialegal.org
9 Andrés Muñoz (WSBA #50224)
10 andres.munoz@columbialegal.org
11 Ann Gong (WSBA #50864)
12 ann.gong@columbialegal.org
13 COLUMBIA LEGAL SERVICES
14 315 Holton Ave., Suite 201
15 Yakima, WA 98902

16 *Attorneys for Plaintiffs*

17 **THE SUPERIOR COURT FOR THE STATE OF WASHINGTON**
18 **IN AND FOR THE COUNTY OF YAKIMA**

19 UNITED FARM WORKERS OF)
20 AMERICA; JOSE MARTINEZ CUEVAS;)
21 ROMAN CASTILLO AVILA; MARIA)
22 CONCEPCION SOTO FRAUSTO;)
23 ROSAISELA CABRERA; MARIA CESILIA)
24 LUA GUIZAR; and MARIA DE JESUS)
25 LOPEZ HERNANDEZ,)

26 Plaintiffs,)

27 v.)

28 GREENWOOD MUSHROOM SUNNYSIDE)
IA, LLC (DBA WINDMILL FARMS), a)
Washington corporation; INSTAR ASSET)
MANAGEMENT, INC. and DOES 1 – 10,)

Defendants.)

FILED
NOV 28 2023

Billie A. Maggard
YAKIMA COUNTY CLERK

Case No. **2320294139**

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

JURY TRIAL DEMANDED

1 **I. PRELIMINARY STATEMENT**

2 1. This is a labor law case on behalf of agricultural workers at a mushroom farm who, with
3 the help of the United Farm Workers of America (“UFW”), have been self-organized to
4 engage in concerted activity for the purpose of collective bargaining and to address
5 multiple safety and discrimination issues with their employer since the spring of 2022
6 and as a result have experienced continued retaliation by their employer, including
7 widespread terminations of workers’ employment.

8 2. The mushroom farm was established in 2019 in Sunnyside, Washington by Ostrom
9 Mushroom Farms, LLC (“Ostrom”) and acquired by Instar Asset Management, Inc,
10 (“Instar”) a Canadian private equity firm in 2023. The farm is now operated by
11 Greenwood Mushroom Sunnyside IA, LLC (“Greenwood”), which does business under
12 the trade name Windmill Farms.

13 3. Plaintiffs contend that Greenwood is violating the Little Norris-LaGuardia Act, which
14 states that all workers “shall be free from interference, restraint, or coercion of employers
15 of labor, or their agents ... in self-organization or in other concerted activities for the
16 purpose of collective bargaining or other mutual aid or protections.” Defendants’
17 retaliatory acts, including the termination of union supporter employees, violate that Act.
18 In addition, Defendants instituted an attendance policy that prevented workers from
19 taking time off work for any reason, which also interfered with the right to organize and
20 violated public policy.

- 21 4. Plaintiff UFW seeks injunctive relief to keep Defendants from:
- 22 a. using company policies including production quotas and leave policies (PTO,
23 vacation, or sick time) as a basis to discriminate, discipline, terminate, or retaliate
24 against union supporters,
 - 25 b. surveilling union supporters,
 - 26 c. separating union supporters from other workers, and from otherwise preventing
27 union supporters from discussing workplace concerns,
- 28

- 1 d. giving union supporters picking rooms with fewer mushrooms, thereby making it
2 difficult to meet production standards,
3 e. taking any other action to interfere with employees' right to self-organization for
4 collective bargaining and other mutual aid and protections.

5 5. Plaintiffs also contend that Greenwood violated the Washington Farm Labor Contractors
6 Act ("FLCA") by failing to carry a current farm labor contractor's license at all times and
7 to exhibit it to all persons, failing to disclose the amount of any bond and any claims
8 against the bond, and failing to disclose to workers, on a form prescribed by the director
9 of the Department of Labor and Industries, information about terms and conditions of
10 employment as required to be disclosed under FLCA. Plaintiffs contend that Instar is
11 jointly and severally liable for Greenwood's violations of FLCA as a knowing user of an
12 unlicensed farm labor contractor.

13 **II. JURISDICTION AND VENUE**

14 6. This Court has original jurisdiction over this action pursuant to RCW 2.08.010.

15 7. Venue is proper pursuant to RCW 4.12.025(1).

16 **III. PARTIES**

17 8. Plaintiff UFW is a labor organization that represents agricultural workers, with its
18 principal place of business in Kern County, California. UFW maintains offices in
19 Hermiston, Oregon and operates in Sunnyside, Washington. In or about June 2022, a self-
20 organized committee of Ostrom employees signed a written petition requesting that UFW
21 be their sole representative for a bargaining unit comprising all non-supervisory
22 employees employed by Ostrom/Greenwood.

23 9. Plaintiff Jose Martinez Cuevas ("Martinez Cuevas") is a resident of Yakima County and
24 at all relevant times has resided in the County.

25 10. Plaintiff Roman Castillo Avila ("Castillo Avila") is a resident of Yakima County and at
26 all relevant times has resided in the County.

27 11. Plaintiff Maria Concepcion Soto Frausto ("Soto Frausto") is a resident of Yakima County
28 and at all relevant times has resided in the County.

1 12. Plaintiff Rosaisela Cabrera (“Cabrera”) is a resident of Yakima County and at all relevant
2 times has resided in the County.

3 13. Plaintiff Maria Cesilia Lua Guizar (“Lua Guizar”) is a resident of Yakima County and at
4 all relevant times has resided in the County.

5 14. Plaintiff Maria de Jesus Lopez Hernandez (“Lopez Hernandez”) is a resident of Yakima
6 County and at all relevant times has resided in the County.

7 15. Defendant Greenwood Mushroom Sunnyside IA, LLC (“Greenwood”) is a for-profit
8 corporation that grows, harvests, packages, and ships mushrooms. Greenwood’s principal
9 office is located at 1111 Midvale Road in Sunnyside, Yakima County, Washington (“the
10 mushroom facility”).

11 16. At all relevant times, Greenwood has been a corporation registered in Washington.

12 17. At all relevant times, Greenwood has been an employer of labor within the meaning of
13 RCW 49.32.020.

14 18. Upon information and belief, the mushroom facility at 1111 Midvale Road in Sunnyside,
15 Yakima County, Washington is currently marked by a prominent sign labeled “Windmill
16 Farms,” and products harvested, packed, and shipped from the mushroom facility are sold
17 in Washington and other US states under the Windmill label.

18 19. Instar Asset Management Inc. (“Instar”) is a Canadian corporation with its principal
19 business in Toronto, Ontario, Canada. Instar is a private equity firm.

20 20. In 2023, Instar purchased the property at 1111 Midvale Road in Sunnyside where
21 Greenwood operates the mushroom facility.

22 **IV. STATEMENT OF FACTS**

23 **General Background**

24 21. The mushroom growing, harvesting, packaging, and shipping operation at the mushroom
25 facility was first established by Ostrom Mushroom Farms, LLC (“Ostrom”) in 2019.

26 Ostrom's Sunnyside facility was built in 2019 when the company moved to Sunnyside
27 from Lacey, Washington. The company produced mushrooms sold throughout the
28

1 Northwest. Providing training and technology, Ostrom opened its doors to employees
2 with the promise of better local job opportunities.

3 22. Since opening, the mushroom facility has used forty-eight climate-controlled growing
4 rooms to grow a variety of mushrooms, including: white, crimini, and portabella
5 mushrooms.

6 23. The mushroom facility employs mushroom harvesters, also known as “pickers.” Pickers
7 work in smaller crews to select, pick, and grade mushrooms growing in their assigned
8 growing room. The facility also employs workers in various other departments, such as
9 fresh pack, compost, box support, janitorial, and shipping, and at various points
10 employed workers to assist with security and health and safety monitoring roles. Prior to
11 the mushroom plant beginning production under Ostrom, many local workers were also
12 employed to construct the mushroom facility, including the picking rooms and conveyer
13 belts that would be used for the facility. Some of these construction workers accepted
14 positions performing this heavy labor with the expectation that Ostrom would continue to
15 offer them and the local community stable employment, as Ostrom had promised to bring
16 200 year-round, non-seasonal jobs to the Sunnyside area.

17 24. After the mushroom facility began operations, Ostrom set a minimum hourly rate of
18 production (i.e., pounds of mushrooms harvested by each picker per hour). Ostrom
19 represented to prospective workers that it paid a bonus to pickers who exceeded Ostrom’s
20 production minimum.

21 25. The high demand of production by Ostrom created a demanding and often dangerous
22 work environment similar to a factory setting. Working in a facility that grows, harvests,
23 and ships mushrooms can be dangerous in several ways, particularly when it comes to the
24 machinery and equipment used. For example, conveyor belts are used to transport
25 mushrooms throughout the facility, from the growing rooms to the harvesting and
26 packaging areas, and use of the conveyor belts can cause injury. Forklifts are used to
27 move heavy loads of mushrooms, compost, and other materials around the facility.
28 Workers can be injured if they are struck by a forklift, or if they fall from a forklift while

1 loading or unloading materials. Mushroom pickers may also be injured using ladders to
2 reach different levels of mushroom beds, which are set at different levels for the harvest.
3 In addition to these and other equipment hazards, workers in mushroom facilities may be
4 at risk of general workplace injuries, such as slips, trips, and falls, which can be
5 particularly dangerous in mushroom facilities where the floors are often wet and slippery.
6 Back injuries may also occur, as workers who lift and move heavy loads of mushrooms
7 are at risk of back injuries. Additionally, workers who perform repetitive tasks, such as
8 harvesting and packaging mushrooms, are at risk of repetitive stress injuries.

9 26. Despite the promise of regular, year-round work for the Sunnyside community when
10 Ostrom began operating the mushroom facility in 2019, by mid-2021, Ostrom's managers
11 began increasing production minimums for picking employees and concurrently began
12 increasing disciplinary actions against workers who did not reach the increased
13 production minimums. With this increased pressure for higher production minimums
14 from management, workers began feeling concerned over workplace safety issues that
15 accompanied the increased production.

16 27. Additionally, by mid-2021, workers began feeling that Ostrom was using increased
17 warnings, unpaid suspensions, and terminations to force women and local workers out of
18 the mushroom plant. And indeed, by September 2021, Ostrom had hired a foreign labor
19 recruiter to hire foreign guestworkers under the federal H-2A Temporary Agricultural
20 Worker Program, which is a federal immigration program by which certain employers
21 may apply for and recruit foreign non-immigrant workers for seasonal agricultural work.
22 From early 2021 to May 2022, Ostrom terminated approximately 79% of their domestic
23 pickers and 85% of their female pickers.

24 **Concerted Activity and Retaliation During Ostrom Ownership**

25 28. In or about the fall of 2021, Ostrom workers self-organized and contacted the UFW to
26 seek assistance with addressing layoffs, increased scrutiny, dangerous working
27 conditions, discrimination, and other working conditions at Ostrom.

1 29. In or about June 2022, a committee of Ostrom workers voted on, passed, and signed a
2 Resolution to Elect UFW Representation (“Resolution”). The Resolution states in
3 relevant part, “we demand that Ostrom Mushroom Farms make our health and safety
4 their top priority and respect our rights” and “we elect the United Farm Workers of
5 America (UFW) to be our collective bargaining representative with Ostrom Mushroom
6 Farm in Sunnyside, WA so that we can improve wages, working conditions and
7 benefits.”

8 30. Following the workers’ submission of the Resolution to Ostrom, the company began an
9 extended campaign of retaliatory practices in the following ways:

- 10 a. Ostrom began bringing signatories of the Resolution and other union supporters
11 into the company’s central office starting around June 2022 to threaten them with
12 disciplinary action over various pretextual workplace issues. For example, Ostrom
13 fired workers over attendance issues.
- 14 b. On or about September 21, 2022, workers peacefully gathered in the company
15 office to speak with HR or management and delivered a subsequent petition (to
16 the Resolution) to the Ostrom office requesting a meeting to discuss and resolve
17 labor issues at work. Instead of meeting with the workers, the company called the
18 police and forced everyone off the property without asking about their concerns or
19 why they were at the office. The company later provided the workers a letter
20 indicating the workers would receive disciplinary action for leaving work early
21 and would not be paid their full hours for the day.
- 22 c. On or about October 7, 2022, Ostrom abruptly delivered a notice to the workers
23 along with their paychecks that they were laying workers off for an undetermined
24 amount of time. Shortly afterward, the company started calling people back into
25 work via text messages.
- 26 d. In November 2022, workers were organizing a public action to be held on
27 November 20, 2022 in Seattle to call on retailers to support their efforts to fight
28 against labor abuses at Ostrom. Ahead of that action, as workers were planning to

1 attend the action in Seattle, the company called an impromptu meeting on or
2 about Saturday, November 19, 2022, to notify workers of a new attendance policy
3 that would be strictly implemented. The sudden announcement of this new
4 attendance policy resulted in many workers fearing they could be terminated for
5 attending the public action in Seattle.

6 e. The new attendance policy made it nearly impossible for workers to take time off
7 for health issues or to participate in union activity as the company frequently
8 disallowed workers to take days off when union events were scheduled.

9 f. In or about January 2023, Ostrom hired new security guards to walk the grounds
10 before, during, and after work hours.

11 **Sale of Operations from Ostrom to Defendants and Successorship**

12 31. On or about February 8, 2023, Defendant Instar purchased the Sunnyside mushroom
13 facility from Ostrom.

14 32. On information and belief, some assets previously belonging to Ostrom were purchased
15 by or transferred to Greenwood.

16 33. On or about Tuesday, February 14, 2023, at approximately mid-day, Human Resources
17 employees, including Cheryl Adams, Cristina Martinez, and general management
18 employees, including Isabel Avalos and Marisol Bustamante, who remained in their
19 positions following the sale, called all employees at the plant out from their work areas
20 and into the parking lot adjacent to the central office. Management notified all the
21 workers that Ostrom had been sold and that all employees were immediately fired.

22 34. As this announcement was being made, each employee was handed an envelope with the
23 employee's name on the front. The envelope contained an employment agreement for
24 each employee. Management then explained that as part of the transition, Defendants
25 would offer new employment positions to the employees. These new employment offers
26 were contingent upon the worker accepting the positions offered to them, even if they
27 were not the positions they previously held with Ostrom. The offers were also contingent
28 on the workers signing a mandatory arbitration agreement. Defendants further notified

1 picking employees that their pay would decrease by \$1.41 per hour, from \$17.41 to \$16.
2 Additionally, workers were told that they would be subject to a ninety-day probationary
3 period. Management informed employees that if they wanted to work for the new
4 company, and even if they wanted to keep working that day, they would need to
5 immediately sign the documents.

6 35. Some workers, including prominent union supporters and workers who were on medical
7 leave due to injuries sustained at the mushroom plant, were offered positions performing
8 work they had never performed before or which they were unable to perform due to a
9 workplace injury.

10 36. For example, Plaintiff Martinez Cuevas, who had worked at Ostrom in the janitorial
11 department from 2022 to February 14, 2023, was offered a position as a picker. Similarly,
12 Plaintiff, Roman Castillo, who had worked at Ostrom as a box maker (“cajero” in
13 Spanish) from December 2020 to February 14, 2023, was offered a position as a picker.

14 37. On information and belief, following the sale of the mushroom facility to Defendants,
15 many of the mushroom plant’s operations remained unchanged.

16 38. On information and belief, Defendants continued selling mushrooms harvested, packed,
17 and shipped from the Sunnyside mushroom facility using the Ostrom label for months
18 after the transition.

19 39. On information and belief, many or most of the supervisory staff, general management,
20 and human resources staff remained unchanged following the sale of the mushroom
21 facility to Defendants. In the Human Resources department, this includes Cristina
22 Martinez and Denise Garcia. In the general management department, this includes Isabel
23 Avalos, Marisol Bustamante, and Cristian Negrete. In the fresh pack department, this
24 includes Daisy Flores and Rosa Sanchez. In the picking department, this includes
25 Maryuri Madrid.

26 **Defendants acting as and using unlicensed farm labor contractors**

27 40. At all times following the sale of Ostrom to Greenwood and while Plaintiffs worked at
28 the mushroom facility in Sunnyside, Greenwood employed the Plaintiffs.

1 41. Greenwood recruited, hired, and employed Plaintiffs.

2 42. The February 14, 2023 offer letter to Plaintiffs is on Greenwood letterhead with a
3 Windmill logo and states, “In the name of Greenwood Mushrooms Sunnyside IA
4 LLC...we are pleased to offer you an offer of employment.”

5 43. The February 14, 2023 offer letter to Plaintiffs is signed by Clay Taylor, the executive
6 director of Greenwood.

7 44. An employment policy manual dated February 14, 2023 lists Greenwood Mushrooms
8 Sunnyside IC, LLC as the employer and bears the logo of Windmill Farms. Page 4 of this
9 manual states that Windmill Farms is the employer.

10 45. When Greenwood provided the February 14, 2023 letter to Plaintiffs, it did not disclose
11 the amount of any farm labor contractor bond or the existence of any claims against such
12 bond. Greenwood has not disclosed this information at any point during the Plaintiffs’
13 employment.

14 46. When Greenwood provided the February 14, 2023 letter to Plaintiffs, it did not provide
15 the Washington State Department of Labor and Industries disclosure form described in
16 RCW 19.30.110(7). Greenwood has not provided this disclosure form at any point during
17 the Plaintiffs’ employment.

18 47. When Greenwood provided the February 14, 2023 letter to Plaintiffs, Greenwood did not
19 carry a current farm labor contractor’s license and exhibit it to the Plaintiffs. At no point
20 during the Plaintiffs’ employment with Greenwood did Greenwood carry or exhibit to
21 Plaintiffs a current farm labor contractor’s license.

22 48. Neither Greenwood nor any entity using the trade name “Windmill Farms” appears as a
23 licensed farm labor contractor in Washingtons State Department of Labor & Industries
24 2023 Washington State Licensed Farm Labor Contractors list.

25 49. Greenwood is not and has never been a licensed farm labor contractor in Washington.

26 50. On information and belief, Instar used the services of Greenwood, an unlicensed farm
27 labor contractor, to recruit, hire, and employ local agricultural workers to grow and
28 harvest mushrooms at Instar’s Sunnyside facility.

1 51. On information and belief, Instar paid or will pay valuable consideration to Greenwood
2 for its recruiting, hiring, and employment of agricultural employees.

3 **Continued Concerted Activity and Retaliation Following Sale to Defendants**

4 52. Retaliation and terminations have continued following Ostrom's sale to Defendants and
5 have been ongoing.

6 53. From February 2023 to the present, Defendants have continued to selectively
7 discriminate against, retaliate against, discipline, surveil, and terminate workers who have
8 engaged in protected concerted activity.

9 54. Plaintiffs are informed and believe that a majority of picking workers since February
10 2023 have regularly failed to meet production quotas. One method that Defendants have
11 used to selectively discriminate against, retaliate against, discipline, and terminate
12 workers has been by selectively disciplining workers for failing to meet production
13 quotas. According to recent reporting, "[t]he company tells workers they must pick 50
14 pounds an hour. But workers say those demands are unreasonable. (On a September
15 production sheet viewed by The Globe and Mail, fewer than a quarter of the farm's
16 workers were listed as having attained 50 pounds.)" The Globe and Mail (Nov. 12, 2023),
17 available at [https://www.theglobeandmail.com/business/article-mushroom-farm-workers-
18 call-for-collective-bargaining-rights-in/](https://www.theglobeandmail.com/business/article-mushroom-farm-workers-call-for-collective-bargaining-rights-in/).

19 55. On or about February 15, 2023, Defendant implemented a policy that workers were not
20 allowed to take any time off during the first 90 days of employment. Any absences during
21 the first 90 days were counted against workers and used as a basis to terminate,
22 discriminate, retaliate, and otherwise interfere with concerted activity.

23 56. From February 2023 to the present, Defendants have disparately disciplined and
24 terminated workers who engage in concerted activity for using sick days.

25 57. From February 2023 to the present, Defendant has engaged in a pattern of separating
26 union supporters from each other to dissuade workers from engaging in concerted
27 activity.
28

1 58. From February 2023 to the present, Defendant has engaged in a pattern of denying time
2 off to union supporters to prevent them from engaging in concerted activity.

3 59. On April 18, 2023, the UFW and worker committee organized a demonstration
4 demanding unionization immediately outside the mushroom plant along with UFW
5 President Teresa Romero. The demonstration was attended by many Greenwood workers
6 and supporters. These workers were visible and identifiable by managers and supervisors
7 at the mushroom plant.

8 60. At the April 18, 2023, UFW and worker demonstration to demand unionization, manager
9 Jeff Cratty stood outside taking pictures of those in attendance. The company also has
10 cameras that pointed in the direction of where the worker demonstration took place.
11 There was no legitimate business reason for taking the pictures.

12 61. On or about May 16, 2023, Defendants entered into an Assurance of Discontinuance with
13 the State of Washington. In connection with the Assurance of Discontinuance,
14 Defendants agreed to provide a method for employees to make anonymous complaints of
15 harassment, discrimination, or retaliation via voicemail or written complaint. After the
16 date of this agreement, Defendants placed a box for receiving anonymous complaints in
17 an employee breakroom. After Defendants placed the complaint box, it installed
18 surveillance cameras in the employee breakroom facing the anonymous complaint box.

19 62. Defendants' disciplinary actions taken against workers engaged in concerted activity
20 have caused workers to fear retaliation for engaging in concerted activity.

21 **Retaliation Against and Termination of Plaintiff Martinez Cuevas**

22 63. Plaintiff Martinez Cuevas began working for Ostrom in or around February or March
23 2020, originally as a construction worker in the building of the mushroom plant and then
24 in the janitorial services department. On or about February 14, 2023, Plaintiff Martinez
25 Cuevas was terminated and offered rehire by Defendants as a picker despite having no
26 picking experience.

27 64. Prior to Defendants rehiring Plaintiff Martinez Cuevas, Plaintiff asked Defendants if he
28 could be rehired in janitorial services because he did not have experience in picking but

1 did have extensive experience in janitorial services, including as a lead in his department.
2 Defendants responded that no janitorial positions were available. On his first day working
3 for Defendants as a picker, Plaintiff Martinez Cuevas saw that Defendants had posted a
4 sign at the company indicating they were seeking to hire a janitorial supervisor.

5 65. Plaintiff Martinez Cuevas has been a prominent and highly visible supporter of the union
6 and worker committee member since approximately May 2022. Plaintiff Martinez
7 Cuevas participated in various meetings with mushroom plant management and
8 ownership to discuss worker and union demands and petitions. Plaintiff Martinez Cuevas
9 also prominently attended and participated in various demonstrations in support of
10 unionization at the mushroom plant. During demonstrations, Martinez Cuevas was on the
11 front lines and often rallied the workers. Plaintiff Martinez Cuevas also regularly and
12 prominently wore apparel indicating his support for unionization that included "UFW"
13 and the UFW's Black Eagle Mark logo.

14 66. As a member of the worker committee organizing for union representation at the
15 mushroom plant and at other events, Plaintiff Martinez Cuevas regularly discussed with
16 co-workers and other members of the public that Defendants engaged in conduct he
17 reasonably believed was illegal harassment, illegal discrimination, and illegal retaliation.

18 67. In early April 2023, Plaintiff Martinez Cuevas had a performance meeting regarding
19 production quantities and was given thirty days to improve his production quantities.
20 Plaintiff Martinez Cuevas was aware that other pickers in his crew harvested similar or
21 fewer quantities than him based on reviewing papers posted in the harvesting rooms that
22 indicated quantities harvested by individual employees.

23 68. On or about April 18, 2023, Plaintiff Martinez Cuevas attended the worker demonstration
24 demanding unionization immediately outside the mushroom plant. He was visible and
25 identifiable by managers and supervisors at the mushroom plant.

26 69. Two days later, on or about April 20, 2023, Defendants terminated Plaintiff Martinez
27 Cuevas allegedly based on failing to meet production standards.
28

1 70. Prior to and at the time of his termination, Defendants knew that Plaintiff Martinez
2 Cuevas actively engaged in concerted activities for the purpose of collective bargaining
3 or other mutual aid or protections.

4 71. At no point during his employment at Greenwood was Plaintiff Martinez Cuevas
5 provided with a FLCA disclosure, informed of a bond that Greenwood had with the state
6 of Washington and any claims against the bond, or shown a valid farm labor contractor's
7 license by Greenwood.

8 **Retaliation Against and Termination of Plaintiff Castillo Avila**

9 72. Plaintiff Castillo Avila began working at Ostrom on or around December 2020 as a box
10 maker. On or about February 14, 2023, upon the sale of Ostrom, Plaintiff Castillo Avila
11 was terminated and offered a job as a picker by Defendants. Plaintiff Castillo Avila was
12 not offered a position as a box maker, despite his tenured experience.

13 73. Plaintiff Castillo Avila has been a prominent and highly visible supporter of the union
14 and worker committee member. Plaintiff Castillo Avila participated in various meetings
15 with mushroom plant management and ownership to discuss worker and union demands
16 and petitions. Plaintiff Castillo Avila also prominently attended and participated in
17 various demonstrations in support of unionization at the mushroom plant. Defendants
18 knew or should have known Plaintiff Castillo Avila actively engaged in concerted
19 activities for the purpose of collective bargaining or other mutual aid or protections.

20 74. As a member of the worker committee organizing for union representation at the
21 mushroom plant and at other events, Plaintiff Castillo Avila regularly discussed with co-
22 workers and other members of the public that Defendants engaged in conduct he
23 reasonably believed was illegal harassment, illegal discrimination, and illegal retaliation.

24 75. On April 18, 2023, Plaintiff Castillo Avila did not attend the worker demonstration
25 because he was sick.

26 76. Defendants terminated Plaintiff Castillo Avila on or about April 21, 2023. Immediately
27 prior to his termination, Plaintiff Castillo-Avila had notified the company that he could
28 not work due to illness. At first Defendant told Plaintiff Castillo Avila that he was being

1 terminated for taking time off because he was sick. Later, Defendants cited productivity
2 quotas as the basis for his termination, days.

3 77. Prior to and at the time of Plaintiff Castillo Avila's termination, Defendants knew
4 Plaintiff Castillo Avila actively engaged in concerted activities for the purpose of
5 collective bargaining or other mutual aid or protections.

6 78. At no point during his employment at Greenwood was Plaintiff Castillo Avila provided
7 with a FLCA disclosure, informed of a bond that Greenwood had with the state of
8 Washington and any claims against the bond, or shown a valid farm labor contractor's
9 license by Greenwood.

10 **Retaliation Against and Termination of Plaintiff Soto Frausto**

11 79. Plaintiff Soto Frausto began working at Ostrom in or about October 2020 as a picker.

12 80. Plaintiff Soto Frausto has been a prominent and highly visible supporter of the union
13 since 2022 and has regularly attended meetings with co-workers regarding unionization
14 at the mushroom plant. Plaintiff Soto Frausto was part of the group that delivered
15 petitions requesting union representation to the company, and company management
16 would have seen her participate in this activity as well as at various demonstrations in
17 support of unionization at the mushroom plant.

18 81. As a member of the worker committee organizing for union representation at the
19 mushroom plant and at other events, Plaintiff Soto Frausto regularly discussed with co-
20 workers and other members of the public that Defendants engaged in conduct she
21 reasonably believed was illegal harassment, illegal discrimination, and illegal retaliation.

22 82. Following her start as a picker for Defendants and her joining the worker committee,
23 Plaintiff Soto Frausto noticed that the Defendants were constantly surveilling her at work
24 and were putting more pressure on her and other union supporters.

25 83. Since February 2023, Defendants have denied Plaintiff Soto Frausto the use of sick leave
26 and time off on multiple occasions to attend union events. On or about August 2023,
27 Plaintiff Soto Frausto requested time off to attend a union demonstration in Seattle.
28 Defendants denied Plaintiff Soto Frausto's request on the basis that Defendants had too

1 many mushrooms to harvest. Plaintiff Soto Frausto knows that this basis for denying her
2 time off request was pretextual because she went to work instead of attending the event
3 and saw that the mushroom production was the same or less than on a typical work day.

4 84. Defendants terminated Plaintiff Soto Frausto on or about October 19, 2023. Although
5 Defendants cited productivity quotas as the basis for her termination, Plaintiff Soto
6 Frausto understands this to have been pretextual and that her employment was terminated
7 because of her union activity.

8 85. Prior to and at the time of Plaintiff Soto Frausto's termination, Defendants knew Plaintiff
9 Soto Frausto actively engaged in concerted activities for the purpose of collective
10 bargaining or other mutual aid or protections.

11 86. At no point during her employment at Greenwood was Plaintiff Soto Frausto provided
12 with a FLCA disclosure, informed of a bond that Greenwood had with the state of
13 Washington and any claims against the bond, or shown a valid farm labor contractor's
14 license by Greenwood.

15 **Retaliation Against Plaintiff Cabrera**

16 87. Plaintiff Cabrera began working at Ostrom in or about November 2020 as a picker.

17 88. Plaintiff Cabrera has been a prominent and highly visible supporter of the union and has
18 been a worker committee member since May 2022. Plaintiff Cabrera was part of the
19 group that delivered petitions requesting union representation to the company, and
20 company management would have seen her participate in this activity as well as at
21 various demonstrations in support of unionization at the mushroom plant.

22 89. As a member of the worker committee organizing for union representation at the
23 mushroom plant and at other events, Plaintiff Cabrera regularly discussed with co-
24 workers and other members of the public that Defendants engaged in conduct she
25 reasonably believed was illegal harassment, illegal discrimination, and illegal retaliation.

26 90. Following her start as a picker for Defendants and her joining the worker committee,
27 Plaintiff Cabrera noticed that the Defendants were constantly surveilling her at work and
28 would put more pressure on her and other union supporters.

1 91. On or about March 2023, Defendants issued a written discipline against Plaintiff Cabrera.
2 Plaintiff Cabrera was sick with the flu for two days and informed her supervisor that she
3 could not work because she was ill. Plaintiff Cabrera's supervisor told her that she could
4 not miss work because of her illness, and that she should report to work and just wear a
5 mask. Plaintiff returned to work because she believed she would be terminated for
6 continuing to request time off work for her illness.

7 92. On or about April 2023, Plaintiff Cabrera and other union supporters requested a day off
8 to attend an event in Seattle in support of unionization. Defendants did not allow Plaintiff
9 Cabrera and other union supporters to use personal time off to attend the union event.
10 Plaintiff Cabrera is informed and believes that two days after the April 2023 union event,
11 Defendants laid off employees who attended the event.

12 93. Plaintiff Cabrera noticed that the company had installed new surveillance cameras in the
13 employee breakroom facing the anonymous complaint box that the company had
14 installed to comply with an Assurance of Discontinuation of Services it entered into with
15 the State of Washington. Upon information and belief, after workers complained to the
16 Washington Attorney General's office about the newly installed surveillance cameras,
17 Defendants moved the complaint box to employee restrooms.

18 94. In early July 2023, Defendant reassigned Plaintiff Cabrera and prominent union
19 supporters to separate crews. Prior to the reassignments, Plaintiffs and several union
20 supporters worked in the same crew. After Defendants reassigned Plaintiff Cabrera, she
21 and other union supporters were separated from one another and placed in different
22 crews.

23 95. On or about September 24, 2023, Windmill manager Jeff Cratty confronted Plaintiff
24 Cabrera during a meeting with Plaintiff Cabrera and members of her picking crew.
25 During the meeting, Cratty gave instructions to the crew. Then Cratty turned to Plaintiff
26 Cabrera and asked her if those instructions were okay with her. After Plaintiff Cabrera
27 nodded, Cratty mockingly told Plaintiff in Spanish that she should show her teeth ("pela
28 los dientes," which Plaintiff understood to be a phrase typically used with animals).

1 Plaintiff Cabrera felt disrespected and believes Cratty humiliated her in front of her co-
2 workers because she has been a prominent union supporter and has appeared in the media
3 supporting the union.

4 96. Defendants continue to target Plaintiff Cabrera for surveillance, continue to retaliate
5 against her for her concerted activity, and intend to terminate her employment.

6 Defendants' harassment and surveillance of Plaintiff Cabrera has been so oppressive that
7 on or about October 17, 2023 Plaintiff took a leave of absence due to acute stress.

8 97. At no point during her employment at Greenwood was Plaintiff Cabrera provided with a
9 FLCA disclosure, informed of a bond that Greenwood had with the state of Washington
10 and any claims against the bond, or shown a valid farm labor contractor's license by
11 Greenwood.

12 **Retaliation Against Plaintiff Lua Guizar**

13 98. Plaintiff Lua Guizar began working at Ostrom in or about August 2019 as a picker.

14 99. Plaintiff Lua Guizar has been a prominent and highly visible supporter of the union since
15 2022 and has been a worker committee member since on or about July 2023. Plaintiff
16 Lua Guizar was part of the group that delivered petitions requesting union representation
17 to the company, and company management would have seen her participate in this
18 activity as well as at various demonstrations in support of unionization at the mushroom
19 plant.

20 100. As a member of the worker committee organizing for union representation at the
21 mushroom plant and at other events, Plaintiff Lua Guizar regularly discussed with co-
22 workers and other members of the public that Defendants engaged in conduct she
23 reasonably believed was illegal harassment, illegal discrimination, and illegal retaliation.

24 101. Following her start as a picker for Defendants and her joining the worker committee,
25 Plaintiff Lua Guizar believes Defendants have constantly surveilled her at work and have
26 put more pressure on her and other union supporters.

27 102. In early July 2023, Defendant reassigned Plaintiff Lua Guizar and prominent union
28 supporters to separate crews. Prior to the reassignments, Plaintiffs and several union

1 supporters worked in the same crew. After Defendants reassigned Plaintiff Lua Guizar,
2 she and other union supporters were separated from one another and placed in different
3 crews.

4 103. Plaintiff Lua Guizar noticed that workers who are not union supporters have been
5 assigned to rooms with better mushroom yields, allowing them to pick more mushrooms
6 and therefore more easily meet production requirements.

7 104. On or about August 26, 2023, Plaintiff Lua Guizar asked her supervisor for time off on
8 August 31, 2023. Her supervisor originally approved the day off. On or about August 30,
9 2023, Plaintiff Lua Guizar asked her supervisor Zamira (last name unknown) for the
10 paperwork needed to take the day off the following day. Zamira left for some time and
11 did not return with the paperwork, so Plaintiff Lua Guizar asked another supervisor
12 named Maryuri Madrid for help with the paperwork. Madrid left to retrieve the time-off
13 paperwork and when she returned told Plaintiff Lua Guizar that Zamira told her that the
14 day off should not be approved because it was to attend a union event. Madrid responded
15 that the day off had been approved four days prior, so the approval would not be
16 rescinded. On or about August 31, 2023, Plaintiff Lua Guizar attended the union event in
17 Seattle.

18 105. Since attending the union event on August 31, 2023, Plaintiff Lua Guizar believes
19 Defendants have constantly surveilled her at work, have put more pressure on her, have
20 increased disciplinary actions against her, and intends to terminate her.

21 106. On or about September 2023, Plaintiff Lua Guizar was called to speak with a supervisor
22 because she talked back to a co-worker who had been bullying her.

23 107. On or about September 2023, Defendants disciplined Plaintiff Lua Guizar for using a sick
24 day. On or about September 12, 2023, Plaintiff called a company phone number to notify
25 Defendants that she would be taking an emergency sick day. Plaintiff had to travel to
26 Seattle to accompany an immediate relative who needed surgery. Upon her return to
27 work, Defendants accused Plaintiff of not notifying the company of her use of a sick day.
28 Plaintiff explained that it was a family emergency and that she had called a company

1 phone number to provide notice of her absence, and Plaintiff asked Defendants to check
2 the messages of that phone line. Defendants refused and asked Plaintiff Lua Guizar to
3 sign a written warning. Plaintiff refused to sign the warning on the basis that she felt the
4 disciplinary action was unjustified.

5 108. On or about early October 2023, Plaintiff Lua Guizar was called to speak with company
6 supervisor Isabel Avalos. Avalos reprimanded Plaintiff Lua Guizar for speaking with co-
7 workers about potentially dangerous conditions at the jobsite, including wet floors in the
8 picking rooms and other conditions. Avalos ordered Plaintiff Lua Guizar to stop talking
9 about these things with co-workers during work.

10 109. Defendants continue to target Plaintiff Lua Guizar for surveillance, continue to retaliate
11 against her for her concerted activity, and intend to terminate her employment.

12 110. At no point during her employment at Greenwood was Plaintiff Lua Guizar provided
13 with a FLCA disclosure, informed of a bond that Greenwood had with the state of
14 Washington and any claims against the bond, or shown a valid farm labor contractor's
15 license by Greenwood.

16 **Retaliation Against Plaintiff Lopez Hernandez**

17 111. Plaintiff Lopez Hernandez began working at Ostrom in or about September 2020 as a
18 picker.

19 112. Plaintiff Lopez Hernandez has been a prominent and highly visible supporter of the union
20 since 2022 and has been a worker committee member since May 2023. Plaintiff Lopez
21 Hernandez was part of the group that delivered petitions requesting union representation
22 to the company, and company management would have seen her participate in this
23 activity as well as at various demonstrations in support of unionization at the mushroom
24 plant.

25 113. As a member of the worker committee organizing for union representation at the
26 mushroom plant and at other events, Plaintiff Lopez Hernandez regularly discussed with
27 co-workers and other members of the public that Defendants engaged in conduct she
28 reasonably believed was illegal harassment, illegal discrimination, and illegal retaliation.

1 114. Following her start as a picker for Defendants and her joining the worker committee,
2 Plaintiff Lopez Hernandez the Defendants have constantly surveilled her at work and
3 have put more pressure on her and other union supporters.

4 115. In early July 2023, Defendant reassigned Plaintiff Lopez Hernandez and prominent union
5 supporters to separate crews. Prior to the reassignments, Plaintiffs and several union
6 supporters worked in the same crew. After Defendants reassigned Plaintiff Lopez
7 Hernandez, she and other union supporters were separated from one another and placed
8 in different crews.

9 116. On or about July 17, 2023, Defendants disciplined Plaintiff Lopez Hernandez for using
10 incorrect labels for her boxes during the picking. The normal practice is for picking
11 department supervisors to print labels for picking workers every day that contain the
12 worker's individual employee identification information and can be used to track their
13 production. Defendant's supervisor issued a verbal warning to Plaintiff Lopez Hernandez
14 for using the wrong labels despite Plaintiff not having control over the printing or
15 handing out of labels. Defendant's supervisor also informed Plaintiff that if this happened
16 again, she would be terminated. Defendants called Plaintiff Lopez Hernandez to the
17 office and told her to sign a warning. Plaintiff felt targeted and harassed by Defendants
18 targeting her over this labeling issue and submitted a written complaint to the company.
19 Plaintiff Lopez Hernandez is informed and believes that Defendants terminated another
20 prominent union supporter within the same week for the same issue of using incorrect
21 labels even though the labels were provided by a supervisor and not the workers.

22 117. After Defendants' purchase of the mushroom plant, Defendants have repeatedly denied
23 Plaintiff Lopez Hernandez and other union supporters time off to attend union events. On
24 or about August 2023, Plaintiff Lopez Hernandez asked her supervisor Christian Negrete
25 for time off for a union event with two days of advanced notice. UFW President Teresa
26 Romero was scheduled to attend the event. Plaintiff's supervisor initially indicated to
27 Plaintiff that he would check if the time off could be approved. The day before the event,
28 Negrete called Plaintiff Lopez Hernandez and told her Defendants would not approve the

1 time off and that all employee requests for time off the day of the event were being
2 cancelled.

3 118. On other recent occasions, Defendants have targeted Plaintiff Lopez Hernandez for
4 discipline on issues related to rest breaks during the workday. Defendants reduced the
5 standard rest break for employees from fifteen minutes to ten minutes. Plaintiff Lopez
6 Hernandez asked a supervisor if Defendants could reevaluate the change in policy,
7 because ten minutes would barely allow time for employees to get to the break room
8 before they would need to return to work. Defendants called Plaintiff Lopez Hernandez
9 into the office regarding her suggestion and asked her to sign something, which Plaintiff
10 understood to be a warning. After this, Defendants issued Plaintiff a verbal warning for
11 going over ten minutes in a rest break, although she was entering the picking room at the
12 same time with the rest of her crew.

13 119. In recent months, Defendants have also been surveilling Plaintiff Lopez Hernandez's
14 work quality more than other employees due to her union activity.

15 120. Defendants continue to target Plaintiff Lopez Hernandez for surveillance, continue to
16 retaliate against her for her concerted activity, and intend to terminate her employment.

17 121. At no point during her employment at Greenwood was Plaintiff Lopez Hernandez
18 provided with a FLCA disclosure, informed of a bond that Greenwood had with the state
19 of Washington and any claims against the bond, or shown a valid farm labor contractor's
20 license by Greenwood.

21
22 **Background Regarding Washington Attorney General Litigation**

23 122. In August 2022, the State of Washington, by and through the Washington Attorney
24 General's Office ("AGO"), filed an action against Ostrom Mushroom Farms, LLC to
25 enforce the Consumer Protection Act ("CPA"), RCW 19.86, and the Washington Law
26 Against Discrimination ("WLAD"), RCW 49.60. *See Complaint in State of Washington*
27 *v. Ostrom Mushroom Farms, LLC, et al.*, No. 22-2-01708-39 (Yakima Sup. Ct., Aug. 17,
28 2022).

1 123. In December 2022, the State filed a First Amended Complaint adding Assellus-
2 Sunnyside, LLC as a defendant as a parent company to Ostrom. *See* First Amended
3 Complaint in *State of Washington v. Ostrom Mushroom Farms, LLC, et al.*, No. 22-2-
4 01708-39 (Yakima Sup. Ct., Dec. 12, 2022).

5 124. In its action, the State alleged that between approximately January 2021 and December
6 2022, Ostrom and its parent company, Asellus-Sunnyside, LLC, engaged in unfair
7 practices in trade or commerce in violation of the CPA, RCW 19.86.020, and engaged in
8 unfair practices in trade or commerce in violation of the WLAD, RCW 49.60.030, .180,
9 and .210, through their operation of the companies' mushroom facility.

10 125. On May 16, 2023, the State resolved the allegations in its First Amended Complaint
11 against Ostrom and Asellus-Sunnyside in a Consent Decree filed in this Court. *See*
12 Consent Decree in *State of Washington v. Ostrom Mushroom Farms, LLC, et al.*, No. 22-
13 2-01708-39 (Yakima Sup. Ct., May 16, 2023).

14 126. On the same date, the State also entered into an Assurance of Discontinuance with
15 Greenwood. *See* Assurance of Discontinuance in *State of Washington v. Ostrom*
16 *Mushroom Farms, LLC, et al.*, No. 22-2-01708-39 (Yakima Sup. Ct., May 16, 2023).

17 127. Neither the Consent Decree with Ostrom nor the Assurance of Discontinuance with
18 Greenwood limit or bar other persons from pursuing available legal remedies against
19 Ostrom or Greenwood that were not litigated in the AGO matter.

20 128. The AGO matter and related pleadings do not contain allegations of violations of
21 Washington's Little Norris-LaGuardia Act, interference with protected concerted activity,
22 terminations in violation of public policy, or violations of the Washinton Farm Labor
23 Contractors Act. Through the instant action, Plaintiffs seek redress for such violations.

24 **Irreparable Harm**

25 129. Defendants have interfered with, restrained, or coerced its non-supervisory workers by
26 targeting Plaintiffs and other union supporters for discipline and termination of workers
27 who have engaged in concerted activity.
28

1 130. Defendants have interfered with, restrained, or coerced its non-supervisor workers by
2 denying Plaintiffs and other union supporters the use of personal time off to attend public
3 events in support of unionization.

4 131. Defendants have engaged in ongoing and recent acts of unlawfully terminating
5 employees in blatant disregard for legal norms and the rights of their employees. The
6 continuation of such actions poses a significant and imminent threat of irreparable harm
7 to the Plaintiffs and all of the Defendants' non-supervisory workers. This harm is neither
8 quantifiable nor compensable by monetary damages alone, due to the nature of the rights
9 infringed and the potential long-term effects on the Plaintiffs' livelihoods, careers, and
10 well-being.

11 **Waiver of Bond**

12 132. Plaintiffs are indigent agricultural workers, many of whom have families with small
13 children, and their annual wages put them at or below federal poverty guidelines.

14 133. Defendants will suffer no economic injury if an injunction is issued as requested by the
15 Plaintiffs.

16 **V. CAUSES OF ACTION**

17 134. Plaintiffs re-allege and adopt the allegations listed above and incorporate them herein as
18 if set forth in full.

19 **FIRST CAUSE OF ACTION**

20 **(Interference Violation of Washington's Little Norris-LaGuardia Act - RCW 49.32.020)**

21 (All Plaintiffs Against Defendant Greenwood)

22 135. Plaintiffs re-allege and hereby incorporate all foregoing factual allegations.

23 136. The Little Norris-LaGuardia Act states that all workers "shall be free from interference,
24 restraint, or coercion of employers of labor, or their agents ... in self-organization or in
25 concerted activities for the purpose of collective bargaining or other mutual aid or
26 protections." RCW 49.32.020.
27
28

1 137. Defendants and their agents have interfered with their non-supervisory workers' right to
2 engage in concerted activity to improve their working conditions at Defendants, in
3 violation of Washington's Little Norris-LaGuardia Act, RCW 49.32.020, by:

- 4 a. Subjecting Plaintiffs and other workers to increased scrutiny, disciplinary actions,
5 production quotas, selective use of leave policies, and threats of termination;
- 6 b. Pressuring workers to agree to binding arbitration and waive their right to
7 collective action;
- 8 c. Implementing a 90 day policy that did not allow workers to take time off and
9 using it to discipline, terminate, discriminate, and otherwise interferes with
10 concerted activity.
- 11 d. Terminating Plaintiffs Martinez Cuevas, Castillo Avila, and Soto Frausto in
12 reaction to their protected concerted activity.
- 13 e. Terminating workers in a manner that dissuades workers from participating in
14 union activity.

15 138. All individual Plaintiffs suffered economic and emotional damages because of
16 Defendants' violation of the Little Norris-LaGuardia Act.

17 **SECOND CAUSE OF ACTION**

18 **(Discrimination Violation of Washington's Little Norris-LaGuardia Act – RCW**
19 **49.32.020)**

20 (All Plaintiffs Against Defendant Greenwood)

21 139. Plaintiffs re-allege and hereby incorporate all foregoing factual allegations.

22 140. The Little Norris-LaGuardia Act states that all workers "shall be free from interference,
23 restraint, or coercion of employers of labor, or their agents ... in self-organization or in
24 concerted activities for the purpose of collective bargaining or other mutual aid or
25 protections." RCW 49.32.020.

26 141. Defendant Greenwood discriminated against Plaintiffs and other workers in substantial
27 part because of their engagement in concerted activity to improve their working
28

1 conditions, in violation of Washington's Little Norris-LaGuardia Act, RCW 49.32.020,
2 by:

- 3 a. Subjecting Plaintiffs to increased scrutiny, disciplinary actions, production quotas,
4 selective use of leave policies, and threats of termination;
- 5 b. Pressuring workers to agree to binding arbitration and waive their right to
6 collective action;
- 7 c. Implementing a 90 day policy that did not allow workers to take time off and
8 using it to discipline, terminate, discriminate, and otherwise interferes with
9 concerted activity.
- 10 d. Terminating Plaintiffs Martinez Cuevas, Castillo Avila, and Soto Frausto in
11 reaction to their protected concerted activity.
- 12 e. Terminating workers in a manner that dissuades workers from participating in
13 union activity.

14 142. All individual Plaintiffs have suffered economic and emotional damages because of
15 Defendants' violation of the Little Norris-LaGuardia Act.

16 **THIRD CAUSE OF ACTION**

17 **(Wrongful Discharge Against Public Policy)**

18 (Plaintiffs Martinez Cuevas, Castillo Avila, and Soto Frausto Against Defendant Greenwood)

19 143. Plaintiffs re-allege and hereby incorporate all foregoing factual allegations.

20 144. Defendant Greenwood's wrongful discharges of Plaintiffs Martinez Cuevas, Castillo
21 Avila, and Soto Frausto were substantially motivated by Plaintiffs' engagement in
22 concerted activity to improve working conditions, in violation of the public policy set
23 forth in the Little Norris-LaGuardia Act, RCW 49.32.020, thereby committing the tort of
24 wrongful discharge in violation of public policy.

25 145. As a direct and proximate result of Defendants' unlawful conduct, the individual
26 Plaintiffs suffered economic damages, emotional distress, humiliation, and other
27 damages, in amounts to be proven at trial.

1 a farm labor contractor to the same extent and in the same manner as provided in this
2 chapter...[A]ny use may rely upon either the license issues by the director to the farm
3 labor contractor...or the director's representation that such contractor is licensed as
4 required by this chapter." RCW 19.30.200.

5 162. Defendant Instar used an unlicensed farm labor contractor, Greenwood, in recruiting,
6 employing and hiring agricultural employees for its mushroom facility at 1111 Midvale
7 Road, Sunnyside in violation of Washington's Farm Labor Contractors Act, RCW
8 19.30.200.

9 **VI. PRAYER FOR RELIEF**

10 Plaintiff UFW and Individual Plaintiffs respectfully request this Court grant them the following
11 relief:

- 12 1. Declare that Defendant Greenwood's acts described above violate the Little Norris-
13 LaGuardia Act RCW 49.32 *et seq.*
- 14 2. Grant temporary, preliminary, and permanent relief to United Farm Workers, under RCW
15 7.40 *et seq.* and/or RCW 49.32.072, enjoining Defendant Greenwood and all its officers,
16 agents, and employees from interfering and/or retaliating against its non-supervisory
17 employees because of the exercise of their rights under Ch. 49.32 RCW. This requested
18 relief includes enjoining Defendants using company policies such as production standards
19 and use of leave (PTO, vacation, or sick time) as a basis to discriminate, discipline,
20 terminate, or retaliate against union supports, enjoining Defendants from surveilling
21 employees engaged in protected concerted activity, enjoining Defendants from separating
22 union supporters from other workers and from otherwise interfering with non-supervisory
23 employees discussing workplace concerns, enjoining Defendants from giving union
24 supporters picking rooms with fewer mushrooms thereby making it difficult to meet
25 production standards, and enjoining Defendants from taking any other action intended to
26 dissuade protected concerted activity.

- 1 3. Exercise its discretion under RCW 4.44.470, RCW 7.40.080, and its inherent authority
- 2 under Wash. Const. Art. IV, § 6, to waive any bond or security because doing otherwise
- 3 would effectively deny Plaintiffs access to preliminary relief because of their indigence.
- 4 4. Award Plaintiffs their costs and attorney fees in this action pursuant to RCW 49.48.030.
- 5 5. Grant further relief as just and appropriate.

6
7 Individual Plaintiffs respectfully request this Court grant them the following relief:

- 8 1. Declare that Defendant Greenwood's acts described above violate the Little Norris-
- 9 LaGuardia Act RCW 49.32 *et seq.*
- 10 2. Award individual worker Plaintiffs actual damages for economic damages and emotional
- 11 distress in amounts to be proven at trial.
- 12 3. Award individual worker Plaintiffs damages pursuant to RCW 49.44.211(7) for
- 13 violations of the Silenced No More Act.
- 14 4. Award each of the individual worker Plaintiffs statutory damages for each violation of
- 15 FLCA, together with their costs and reasonable attorney fees pursuant to RCW
- 16 19.30.170.
- 17 5. Award individual worker Plaintiffs pre- and post-judgment interest.

18 //

19 //

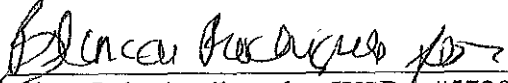
20 //

1 **DATED** this 28th day of November, 2023.

2

3 MARTINEZ AGUILASOCHO LAW, INC.

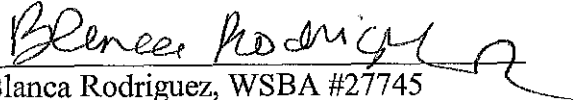
4

5 
6 _____
7 Edgar Iván Aguilasocho, WSBA #57209

8 P.O. Box 1998,
9 Bakersfield, CA 93303
10 eaguilasocho@farmworkerlaw.com
11 info@farmworkerlaw.com

12 COLUMBIA LEGAL SERVICES

13

14 
15 _____

16 Blanca Rodriguez, WSBA #27745
17 Andrés Muñoz, WSBA #50224
18 Ann Gong, WSBA #50864
19 315 Holton Ave, Suite 201
20 Yakima, WA 98902
21 blanca.rodriguez@columbialegal.org
22 andres.munoz@columbialegal.org
23 ann.gong@columbialegal.org

24

25

26

27

28

29

30

31

32

33

34

35