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9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA  
11 FRESNO DIVISION  
12

13 R. ALEXANDER ACOSTA, Secretary of  
Labor, United States Department of Labor,  
14

15 Plaintiff,

16 v.

17 VALLEY GARLIC, INC., dba SEQUOIA  
PACKING CO., a California corporation;  
18 CHRISTIAN BARRERE MARRIONE, an  
individual; DAVID CLARK ANDERSON,  
19 an individual; X-TREME AG LABOR,  
INC., a California corporation; ISABELLA  
20 ALVAREZ CAMACHO, an individual;  
OFELIA RAMIREZ MORALES, an  
21 individual; and CESAR NERI, an  
individual,  
22

23 Defendants.  
24  
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Case No. 1:16-cv-01156-AWI-EPG

**CONSENT JUDGMENT AND ORDER AS  
TO DEFENDANTS VALLEY GARLIC,  
INC.; CHRISTIAN BARRERE  
MARRIONE; AND DAVID CLARK  
ANDERSON**

1 Plaintiff R. Alexander Acosta, United States Secretary of Labor, and Settling Defendants  
2 Valley Garlic, Inc., dba Sequoia Packing Co.; Christian Barrere Marrione; and David Clark  
3 Anderson (collectively, "Settling Parties") have agreed to resolve the disputes between them in  
4 this civil action and consent to the entry of this Consent Judgment as provided below.

5 The Court has reviewed the consent judgment and finds that it is appropriately approved.  
6 *See United States v. ITT Cont'l Baking Co.*, 420 U.S. 223, 236 n.10 (1975) (Consent decrees  
7 "must be approved by the court.") A district court's "authority to adopt a consent decree comes  
8 only from the statute which the decree is intended to enforce," *System Fed'n No. 91, Ry. Emp.*  
9 *Dep't v. Wright*, 364 U.S. 642, 651 (1961), therefore it must find that the decree is "fair,  
10 adequate, and reasonable" in light of the statutory scheme to be enforced, *United States v. State*  
11 *of Oregon*, 913 F.2d 576, 580-581 (9th Cir. 1990). The Fair Labor Standards Act and Migrant  
12 and Seasonal Agricultural Worker Protection Act claims at issue in this action are designed to  
13 protect vulnerable workers. *See* 29 U.S.C. § 1801 (The purpose of the AWPA is to "assure  
14 necessary protections for" and prevent "activities detrimental to migrant and seasonal  
15 agricultural workers."); *Barrentine v. Ark.-Best Freight Sys., Inc.*, 450 U.S. 728, 739 (1981) (The  
16 purpose of the FLSA is to protect workers from "substandard wages and oppressive working  
17 hours.") The United States recovers monetarily on behalf of those workers, has obtained civil  
18 penalties, and has obtained injunctive relief and ongoing enforcement authority, all in a manner  
19 consistent with the statutes at issue in this action. The following consent decree is fair, adequate,  
20 and reasonable.

### 21 **STATEMENTS BY THE PARTIES**

22 A. On August 5, 2016, the Secretary filed a complaint alleging that Defendants  
23 violated the Fair Labor Standards Act of 1938 (FLSA) and the Migrant and Seasonal Agricultural  
24 Worker Protection Act (MSPA). *See* Dkt. 1.

25 B. The Settling Parties waive Findings of Fact and Conclusions of Law.

26 C. This Consent Judgment is directed only to Defendants Valley Garlic, Marrione,  
27 and Anderson.

28 D. Defendants Valley Garlic, Marrione, and Anderson admit that the Court has

1 jurisdiction over the parties and subject matter of this civil action and that venue lies in the  
2 United States District Court for the Eastern District of California.

3 E. Defendants Valley Garlic, Marrione, and Anderson acknowledge that they and  
4 any individual, agent, or entity acting on their behalf or at their direction have notice of, and  
5 understand, the provisions of this Consent Judgment.

6 F. The Settling Parties agree to resolve all allegations and liability between them  
7 related to the events specified in the Secretary's Complaint. This Consent Judgment only  
8 resolves the liability of Defendants Valley Garlic, Marrione, and Anderson.

9 G. Defendants Valley Garlic, Marrione, and Anderson agree to the entry of this  
10 Consent Judgment without contest.

11 H. Defendant Valley Garlic agrees to pay the Secretary \$45,900 in consideration of  
12 this settlement agreement and to resolve this case. Valley Garlic agrees that the Secretary may  
13 allocate these funds toward any purpose, agrees not to contest any assessment the Secretary  
14 makes in connection with these funds, and agrees to waive any procedural requirements that are  
15 required for the Secretary to make any assessment related to these funds. Defendant Valley  
16 Garlic will deliver to Assistant District Director Nora Pedraza, Wage and Hour Division, United  
17 States Department of Labor, 395 W. Spruce Ave., Suite 102, Clovis, CA 93611, a certified or  
18 cashier's check for \$45,900 payable to "Wage & Hour Div., Labor" with "Valley Garlic Consent  
19 Judgment" on the memo line.

20 I. Defendant Valley Garlic also agrees that it is jointly and severally liable for back  
21 wages due under MSPA and the FLSA, in the amount of \$3,779.03, and liquidated damages  
22 under the FLSA, in the amount of \$1,122.56, for the employees named in the attached Exhibit A  
23 as a result of their employment through X-Treme Ag and Isabella Camacho to perform work for  
24 Valley Garlic.

25 J. The Secretary agrees to dismiss with prejudice his claims against Defendants  
26 Marrione and Anderson, who are Valley Garlic's General Manager and Field Supervisor,  
27 respectively.  
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1 K. The Secretary and Defendants Valley Garlic, Marrione, and Anderson agree to  
2 bear his/its own costs, expenses, and attorney's fees incurred to date in connection with any stage  
3 of this proceeding, including, but not limited to, attorney's fees that may be available under the  
4 Equal Access to Justice Act, as amended.

5 **JUDGMENT AND ORDER**

6 Therefore, upon motion of the attorneys for the Secretary, and for cause shown, **IT IS**  
7 **HEREBY ORDERED, ADJUDGED, AND DECREED** that judgment is entered in favor of  
8 the Secretary on his claims against Defendant Valley Garlic, Inc.

9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, the Secretary's claims  
10 against Defendants Christian Barrere Marrione and David Clark Anderson are dismissed with  
11 prejudice.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendant Valley  
13 Garlic is an agricultural employer that shall comply with the requirements of MSPA as they  
14 pertain to the workers Valley Garlic employs through its Farm Labor Contractors ("FLCs").  
15 Valley Garlic shall also comply with the requirements of the FLSA with respect to these workers.

16 **I. INJUNCTIVE RELIEF PROVISIONS**

17 **A. Prohibitions on Violating MSPA and the FLSA**

18 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED** that,  
19 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, and Section 502 of MSPA, 29 U.S.C.  
20 § 1852, Defendant Valley Garlic, its officers, agents, servants, employees, successors and all  
21 persons in active concert or participation with it is permanently enjoined and restrained from  
22 violating MSPA and the FLSA in the manners identified below:

23 1. Defendant Valley Garlic shall not, contrary to MSPA § 401(b)(1)(A)-(B), 29  
24 U.S.C. §§ 1841(b)(1)(A)-(B), use or cause to be used vehicles for the transportation of migrant  
25 or seasonal agricultural workers while failing to (a) ensure that each driver providing  
26 transportation to migrant or seasonal agricultural workers has a valid and appropriate driver's  
27 license; or (b) ensure that motor vehicles used to transport migrant or seasonal agricultural  
28 workers conforms to MSPA's vehicle safety standards;

1           2.       Defendant Valley Garlic shall not, contrary to MSPA § 402, 29 U.S.C. § 1842,  
2 utilize the services of any farm labor contractor to furnish any migrant or seasonal agricultural  
3 worker unless Valley Garlic first takes reasonable steps to determine that the farm labor  
4 contractor possesses a certificate of registration that is valid and that authorizes the activity for  
5 which the contractor is utilized;

6           3.       Defendant Valley Garlic shall not, contrary to MSPA §§ 202(a) and 302(a), 29  
7 U.S.C. §§ 1822(a) and 1832(a), fail to pay, when due, all wages owed to migrant and seasonal  
8 agricultural workers whom they employ;

9           4.       Defendant Valley Garlic shall not, contrary to MSPA §§ 201(d)(1) and 301(c)(1),  
10 29 U.S.C. §§ 1821(d)(1) and 1831(c)(1), and 29 C.F.R. § 500.80, fail, with respect to each  
11 migrant and seasonal agricultural worker they employ, to make, keep and preserve records of the  
12 worker's payroll, address and social security information. Valley Garlic may comply with this  
13 provision by requiring and ensuring that any FLC it retains complies with these provisions;

14           5.       Defendant Valley Garlic shall not, contrary to Sections 6 and 15(a)(2) of the  
15 FLSA, 29 U.S.C. §§ 206 and 215(a)(2), employ any of their employees at rates less than the  
16 applicable federal minimum wage in workweeks when said employees are engaged in commerce  
17 or in the production of goods for commerce or are employed in an enterprise engaged in  
18 commerce or in the production of goods for commerce, within the meaning of the FLSA. Valley  
19 Garlic may comply with this provision by requiring and ensuring that any FLC it retains  
20 complies with these provisions;

21           6.       Defendant Valley Garlic shall not fail to make, keep and preserve records of  
22 employees and of the wages, hours, and other conditions and practices of employment  
23 maintained, as required by Sections 11(c) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(c) and  
24 215(a)(5), and the implementing regulations found in 29 C.F.R. Part 516, and make such records  
25 available to authorized agents of the Secretary for inspection, transcription, and/or copying, upon  
26 their demand for such access. Valley Garlic may comply with this provision by requiring and  
27 ensuring that any FLC it retains complies with these provisions; and

28           7.       Defendant Valley Garlic shall not request, solicit, suggest, or coerce, directly, or

1 indirectly, any employee to return or to offer to return to the Defendants or to someone else for  
2 the Defendants, any money in the form of cash, check, or any other form, for wages previously  
3 due or to become due in the future to said employee under the provisions of this judgment,  
4 MSPA or the FLSA; nor shall Settling Defendants accept, or receive from any employee, either  
5 directly or indirectly, any money in the form of cash, check, or any other form, for wages  
6 heretofore or hereafter paid to said employee under the provisions of this consent judgment,  
7 MSPA or the FLSA; nor shall Valley Garlic discharge or in any other manner discriminate, nor  
8 solicit or encourage anyone else to discriminate, against any such employee because such  
9 employee has received or retained money due to him from Valley Garlic or any FLC Valley  
10 Garlic retains under the provisions of this judgment, MSPA or the FLSA.

11 **B. Mandatory Compliance Program**

12 To ensure its compliance with MSPA and the FLSA, Defendant Valley Garlic shall take  
13 the following steps identified below:

14 **1. Ensure Workforce Has Access to Transportation Satisfying MSPA’s**  
15 **Vehicle Safety Standards and Insurance Requirements**

16 To the extent Valley Garlic obtains the labor it requires for the planting, growing, and  
17 harvesting of its crops from Farm Labor Contractors (“FLCs”), Valley Garlic shall utilize only  
18 FLCs that have a Certificate of Registration from the U.S. Department of Labor authorizing  
19 transportation (“Transportation-Authorized FLCs”). Valley Garlic shall utilize such  
20 Transportation-Authorized FLCs to provide transportation to workers who need transportation to  
21 Valley Garlic’s fields. Valley Garlic shall not use FLCs that are not transportation authorized  
22 (“Non-Transportation Authorized FLCs”) to transport agricultural workers for Valley Garlic.

23 To facilitate compliance with this requirement, Valley Garlic shall provide to all workers  
24 provided by an FLC a notice specifying their rights under MSPA. A copy of the parties’ agreed-  
25 upon notice is attached hereto as Exhibit B. Valley Garlic will distribute this notice when Valley  
26 Garlic contracts with an FLC and when Valley Garlic is notified of MSPA violations. Valley  
27 Garlic may comply with this provision by requiring and ensuring that any FLC it retains  
28 complies with these provisions.

1 To demonstrate compliance with these requirements, Valley Garlic shall provide an  
2 annual certification for the 2018, 2019, and 2020 garlic seasons, under penalty of perjury  
3 pursuant to 28 U.S.C. § 1746, to the Wage and Hour Division containing the following  
4 information:

5 1. The identities of each of the FLCs Valley Garlic used for each phase of its garlic  
6 season, identified by name and FLC No. on the Certificate of Registration, including whether  
7 they each held for the season a Certificate of Registration from the U.S. Department of Labor  
8 authorizing transportation;

9 2. For each FLC Valley Garlic retained for the garlic season,  
10 i. The total number of workers provided for the season;  
11 ii. The identity of each Farm Labor Contractor Employee (“FLCE”) authorized to  
12 transport workers pursuant to a U.S. Department of Labor Certificate of Registration, along with  
13 the vehicle(s) driven by each such FLCE;  
14 iii. The number of vehicles used by each FLC to transport workers.

15 **2. Monitoring of Farm Labor Contractors**

16 Valley Garlic shall monitor all FLCs to determine compliance with MSPA. Valley  
17 Garlic’s monitoring shall be performed through following the steps identified below:

18 **a. Pre-Contracting Requirements**

19 Before contracting with an FLC for services, Valley Garlic must:

20 1. Obtain a list of all employees who will provide FLC Services<sup>1</sup> to Valley Garlic,  
21 including FLCEs;  
22 2. Obtain a list of all FLC supervisors, crew bosses/leaders, and forepersons  
23 (collectively, “Supervisors”) for every crew, and the list shall identify Supervisors authorized to  
24 provide any FLC Services;  
25 3. Discuss worker transportation with any FLC and create and maintain a written  
26 plan for how the workers recruited and hired by the FLC will be transported to the fields. The  
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28 <sup>1</sup> FLC Services is “farm labor contracting activity” as defined by 29 U.S.C. §1802(6) “recruiting, soliciting, hiring, employing, furnishing, or transporting any migrant or seasonal agricultural workers.”

1 written transportation plan must include at least:

2 i. Where employees are expected to be transported from and identify pick-up  
3 locations;

4 ii. Who will transport workers; and

5 iii. A requirement that a copy of a driver's Certificate of Registration be  
6 present and visible on each vehicle for inspection.

7 4. Create and maintain a log of all vehicles the FLC or its agents will use to transport  
8 workers to any field being planted, harvested, or maintained by Valley Garlic. Valley Garlic  
9 shall maintain this log and these records for three years, starting on the first day workers are  
10 provided to Valley Garlic's field sites. This log and these records shall be produced to the  
11 Secretary upon request. The log must include:

12 i. List of all vehicles (with make, model, year, passenger capacity and  
13 license plate number) to be used for worker transportation with applicable certificate of safety  
14 inspection for each vehicle;

15 ii. Copy of vehicle title;

16 iii. Copy of vehicle proof of insurance; and

17 iv. List of all drivers, copy of driver's license for each, and copy of current  
18 medical exam for each driver.

19 **b. Before Performance on Contracts for FLC Services**

20 Before FLCs perform on any contract for Valley Garlic, Valley Garlic must:

21 1. Require each FLC to have each employee who will work at Valley Garlic's fields  
22 complete a form as part of the hiring process indicating whether the employee will require FLC-  
23 provided transportation to perform services to Valley Garlic. A copy of the form is attached as  
24 Exhibit C. Valley Garlic will maintain copies of these forms for a period of three years; and

25 2. Permit the Secretary to provide annual trainings on worker rights and protections  
26 under MSPA and the FLSA for all Valley Garlic quality control employees, and all of the FLCs'  
27 Supervisors for the next three seasons commencing after entry of this Consent Judgment.

28 i. Valley Garlic will require all of its quality control employees and FLC





1 audits will occur at the field locations where FLCs are providing the labor for Valley Garlic.  
2 Any FLC that has one or more crews with compliance issues during one of the five audits will be  
3 subject to a sixth random audit during that year. Valley Garlic must require its FLCs to  
4 cooperate with these audits.

5 Valley Garlic shall identify a team of people to perform the audit (“Audit Team”) and  
6 permit the DOL to train this team with respect to the field auditing process and any related  
7 requirements. Valley Garlic shall bear the cost of this process. This field audit process will  
8 proceed as follows:

9 1. On the day of an audit, the Audit Team will review the prior date’s time records  
10 to identify all contractors/crews performing work.

11 2. For each crew performing work, the Audit Team will interview (a) 3 employees  
12 for every crew with fewer than 20 workers; (b) 4 employees for every crew with 20-40  
13 employees; and (c) 5 employees for every crew with 40 or more workers. The workers will be  
14 interviewed away from the presence of their Supervisor and will be asked the following:

15 a. How did the worker get to the work location?

16 i. If by a common carrier (*e.g.*, public transportation), what is the name of  
17 the common carrier (*e.g.*, public transportation agency)?

18 ii. If by any other means, what is the name of the driver who transported the  
19 worker to the work location and what is his/her position (employee v.  
20 supervisor)?

21 b. How many co-workers were transported with you to the work location?

22 c. How much did you pay as a fare or fee, if applicable?

23 d. What is your base rate of pay?

24 e. When is your regular pay day?

25 3. If any employees were transported by a Supervisor, an audit of that person will be  
26 conducted, with the following documents requested from that person:

27 a. Valid state and federal farm labor contractor license with transportation  
28 endorsement;

- b. Valid driver's license;
- c. Doctor's certificate, as specified by 29 C.F.R. § 500.105(b)(1)(ii)(I);
- d. Proof of insurance; and
- e. Vehicle inspection sticker.

4. The auditor will visually inspect the work area for any vehicles that can transport 7 or more passengers and determine the vehicle's driver. If the driver is deemed to meet the definition of a farm labor contractor or farm labor contractor employee, then an audit of the driver will be conducted following Step 3 above.

5. If the audit reveals any transportation arrangement that does not comply with MSPA, on the same day of the audit, Valley Garlic will provide each FLC and FLC Supervisor a written notice, attached hereto as Exhibit B, instructing the FLC and FLC Supervisor on how to become and remain in compliance with MSPA. The notice shall also set a deadline, not to exceed seven days, to come into compliance with MSPA. No worker shall return home through a transportation arrangement that does not comply with MSPA. To the extent the audit reveals any MSPA violations based on an FLC's failure to hold a Certificate of Registration authorizing transportation or FLCE authorization to drive, the Department of Labor agrees not to cite Valley Garlic and/or the FLC for such a violation so long as the FLC or FLCE submits an application to become transportation-authorized the following business day. Valley Garlic will maintain a list of all FLCs and its Supervisors that it provided said notice (Exhibit B ) and deadline.

6. Within two days of the completion of any audit, the Audit Team shall inform Valley Garlic and the Wage and Hour Division of the audit's results, including any MSPA compliance issues revealed through the audit and recommended corrective actions.

7. Within three days of being notified of any MSPA compliance issues, Valley Garlic shall notify the Wage and Hour Division of its plan to cure any such issues. Valley Garlic's plan must eliminate all compliance issues within one week of the date of the plan.

8. Any and all records created during the audits shall be maintained for a period of three years and made available to representatives of the Department of Labor upon their request. Valley Garlic shall cooperate with the Department of Labor with respect to the Department's

1 monitoring of this Random Auditing Program.

2 **3. Recordkeeping and Notice Requirements**

3 1. Valley Garlic and its FLCs shall provide a written disclosure to each worker  
4 recruited or hired by the FLC regarding any fees charged for the workers' transportation. Each  
5 worker must sign and date this disclosure upon receipt, and a copy must be provided to Valley  
6 Garlic. Valley Garlic shall maintain copies of these disclosures for three years and provide them  
7 to the Department of Labor upon request.

8 2. Valley Garlic and its FLCs must provide a written notice, in English and Spanish,  
9 in any vehicle used by the FLC or any of its agents to transport workers to the fields stating that  
10 the workers may report any concerns regarding unsafe vehicles or drivers to the Department of  
11 Labor or California Division of Labor Standards Enforcement. The notice shall include  
12 employee rights and protections from retaliation. Valley Garlic shall maintain copies of these  
13 notices for five years and provide them to the Department of Labor upon request.

14 3. Valley Garlic shall maintain a log of all vehicle and driver safety complaints  
15 received from any employee, and all efforts to correct vehicle or driver safety complaints, and  
16 shall produce these records to the Department of Labor upon request.

17 4. Valley Garlic must maintain, and preserve for at least three years, payroll  
18 information for all workers, including address information as required under 29 U.S.C.  
19 §§ 1821(d)(1), 1831(c)(1) and 29 C.F.R. 500.80. Valley Garlic may comply with this provision  
20 by requiring and ensuring that any FLC it retains complies with these provisions.

21 **II. MONETARY PROVISIONS**

22 1. **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED** that  
23 Defendant Valley Garlic is jointly and severally liable for payment of \$3,779.03, which  
24 represents the back wages hereby found to be due for the covered periods under MSPA and the  
25 FLSA, and liquidated damages under the FLSA, in the amount of \$1,122.56, to the employees  
26 named in the attached Exhibit A in the amounts set forth therein.

27 2. **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED** that  
28 Defendant Valley Garlic shall pay to the Secretary \$45,900 in consideration of this settlement

1 agreement and to resolve this case.

2 3. **JUDGMENT IS THEREFORE HEREBY ORDERED** in the amount of  
3 \$50,801.59 against Defendant Valley Garlic and in favor of the Plaintiff, Secretary of Labor.

4 4. Within 30 days of the entry of this Consent Judgment, Defendant Valley Garlic  
5 shall deliver to Assistant District Director Nora Pedraza, Wage and Hour Division, United States  
6 Department of Labor, 395 W. Spruce Ave., Suite 102, Clovis, CA 93611, a certified or cashier's  
7 check for \$45,900 payable to "Wage & Hour Div., Labor" with "Valley Garlic Consent  
8 Judgment" on the memo line.

9 5. If Defendants X-Treme Ag and Isabella Alvarez Camacho default on their  
10 obligation to make payment for the back wages and liquidated damages identified in ¶ II.1 above,  
11 within 7 days of notice of that default by the Secretary, Defendant Valley Garlic shall deliver to  
12 Assistant District Director Nora Pedraza, Wage and Hour Division, United States Department of  
13 Labor, 395 W. Spruce Ave., Suite 102, Clovis, CA 93611, a certified or cashier's check for  
14 \$4,901.59 payable to "Wage & Hour Div., Labor" with "Valley Garlic Back Wages and  
15 Liquidated Damages" on the memo line.

16 **III. MISCELLANEOUS PROVISIONS**

17 1. The filing, pursuit, and/or resolution of this proceeding with the filing of this  
18 Consent Judgment shall not act as or be asserted as a bar to any action under Section 16(b) of the  
19 FLSA, 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit A, nor as to  
20 any employee named on Exhibit A for any period not specified therein, nor as to any employer  
21 other than Settling Defendants X-treme Ag or Camacho.

22 2. Each party shall bear all fees and other expenses (including court costs) and  
23 attorneys' fees that might be available under the Equal Access to Justice Act incurred by such  
24 party in connection with any stage of this proceeding to date.

25 3. Nothing in this Consent Judgment and Order is binding on any government  
26 agency other than the United States Department of Labor, Wage and Hour Division.

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1           4.       This Court shall retain jurisdiction of this action for purposes of enforcing  
2 compliance with the terms of the Consent Decree.

3 The Clerk of the Court is respectfully directed to close this case.

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5 IT IS SO ORDERED.

6 Dated: April 2, 2018

  
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SENIOR DISTRICT JUDGE

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