



STATE OF CALIFORNIA  
AGRICULTURAL LABOR RELATIONS BOARD

# NOTICE TO EMPLOYEES

## MAURITSON FARMS, INC.

### 2022-CE-009-SAL

Davin Cardenas, Director of Organizing for North Bay Jobs with Justice, filed an unfair labor practice charge with the Agricultural Labor Relations Board (“ALRB”) on March 7, 2022 alleging that on or about January 2022 and continuing, Mauritson Farms, Inc., through its agents including but not limited to General Manager Cameron Mauritson, Foreman Juan Lopez, Supervisor David Smith, retaliated and discriminated against agricultural workers in Foreman Lopez’s crew, by refusing to rehire them because they engaged in protected concerted activity. The workers’ activity included but is not limited to raising concerns in October 2021 about transportation, bathrooms, shade, breaks, work hours, discrimination and the way Foreman Lopez treated them. The General Counsel’s office investigated the charge and determined that there was reasonable cause to believe a violation of the Agricultural Labor Relations Act (“ALRA”) occurred. The General Counsel filed a Complaint against Mauritson Farms, Inc. on March 22, 2023. A hearing was set to occur in this matter on August 22, 2023. To resolve this Complaint at this time, fairly and without the need for further litigation, I agree that this Notice shall be read to all agricultural employees and to post this Notice at our ranches for at least seventy-five (75) days.

The ALRA is a law that gives **YOU AND ALL FARM WORKERS**, including workers working with H-2A visas, in California these rights:

1. To organize yourselves;
2. To form, join, or help a union;
3. To join together to speak up about working conditions and request changes from your employer, including but not limited to, transportation, bathrooms, shade, breaks, work hours, discrimination and treatment and;
4. To decide not to do any of these things.

Because it is true that you have these rights, we promise that:

**WE WILL NOT** terminate or refuse to rehire any agricultural employee because he or she has engaged in any activities protected by Section 1152 of the Agricultural Labor Relations Act.

**WE WILL NOT** interfere with, restrain or coerce you in the exercise of your free choice to organize yourselves, or engage in any other concerted activity with the purpose of collectively bargaining or for other mutual aid or protection.

**WE** have compensated twenty-one (21) workers who worked in Foreman Lopez’s crew in 2021 for alleged lost wages due to the alleged refusal to rehire them.

Mauritson Farms, Inc.

Dated: 6/27/2023

  
Cameron Mauritson, Vineyard Manager

If you have any questions about your rights as agricultural workers or about this Notice, you may contact any office of the ALRB located at:

<u>Indio Office</u>	81713 Highway 111, Suite A, Indio, CA 92201	(760) 342-9633
<u>Oxnard Office</u>	1901 N. Solar Dr., Suite 240, Oxnard, CA 93036	(805) 973-5062
<u>Salinas Office</u>	342 Pajaro St., Salinas, CA 93901	(831) 769-8031
<u>Santa Rosa Office</u>	606 Healdsburg Ave., Santa Rosa, CA 95401	(707) 527-3256
<u>Visalia Office</u>	1642 W. Walnut Ave., Visalia, CA 93277	(559) 627-0995

1 Julia L. Montgomery, General Counsel, SBN 184083  
2 Franchesca C. Herrera, Deputy General Counsel, SBN 239081  
3 AGRICULTURAL LABOR RELATIONS BOARD  
4 OFFICE OF THE GENERAL COUNSEL  
5 1325 J Street, Suite 1900 A  
6 Sacramento, CA 95814-2944  
7 Tel: (916)653-2690  
8 julia.montgomery@alrb.ca.gov  
9 franchisesca.herrera@alrb.ca.gov

7 Jessica Arciniega, Regional Director, SBN 261169  
8 Yesenia De Luna, Assistant General Counsel, SBN 309467  
9 Jorge Lopez Espindola, Assistant General Counsel, SBN 340019  
10 AGRICULTURAL LABOR RELATIONS BOARD  
11 606 Healdsburg Ave  
12 Santa Rosa, CA 95401  
13 Tel: (805) 973-5062  
14 jessica.arciniega@alrb.ca.gov  
15 yesenia.deluna@alrb.ca.gov  
16 jorge.espindola@alrb.ca.gov

13 Attorneys for the General Counsel

14 STATE OF CALIFORNIA

15 AGRICULTURAL LABOR RELATIONS BOARD

18 In the Matter of:

19 MAURITSON FARMS, INC.,

20 Respondent,

21 and

22 DAVIN CARDENAS,

23 Charging Party.

Case No.: 2022-CE-009-SAL

**INFORMAL BILATERAL  
SETTLEMENT AGREEMENT**

1 Respondent Mauritson Farms, Inc. (“Mauritson” or “Respondent”), Charging Party Davin  
2 Cardenas, and the General Counsel of the Agricultural Labor Relations Board of the State of  
3 California (“General Counsel”), by and through the Regional Director of the Salinas Regional  
4 Office of the ALRB, now enter into this Informal Bilateral Settlement Agreement (“Agreement”)  
5 to fully resolve and settle charge 2022-CE-009-SAL.

6 **I. RECITALS**

7 **A.** Charging Party Davin Cardenas, Director of Organizing for North Bay Jobs with  
8 Justice, filed unfair labor practice charge 2022-CE-009-SAL against Mauritson on March 7,  
9 2022 alleging that on or about January 2022 and continuing, Mauritson Farms, Inc., through its  
10 agents including but not limited to General Manager Cameron Mauritson, Foreman Juan Lopez,  
11 Supervisor David Smith, retaliated and discriminated against agricultural workers in Foreman  
12 Lopez’s crew, by refusing to rehire them because they engaged in protected concerted activity.  
13 The workers’ activity included but is not limited to raising concerns in October 2021 about  
14 transportation, bathrooms, shade, breaks, work hours, discrimination and the manner in which  
15 Foreman Lopez treated them.

16 **B.** The ALRB’s Santa Rosa Sub-Regional office served the charge on Mauritson on  
17 March 7, 2022, by certified mail.

18 **C.** At all material times, Mauritson grew and harvested grapes in Sonoma County  
19 and thus was an agricultural employer within the meaning of Sections 1140.4(a) and (c) of the  
20 Agricultural Labor Relations Act (“the Act”).

21 **D.** At all material times, Mauritson recruited and hired the unnamed discriminatees  
22 (“Discriminatees”) as H-2A employees.

23 **E.** At all material times, the Discriminatees performed agricultural work for  
24 Mauritson were agricultural workers within the meaning of Labor Code §1140.4(b).

25 **F.** After completing an investigation and finding reasonable cause that an unfair  
26 labor practice was committed, the General Counsel filed a Complaint against Mauritson on  
27 March 22, 2023.

28 **G.** A hearing in this matter is currently set for August 22, 2023.

1           **H.**     By entering into this Agreement, Mauritson does not admit to violating any  
2 provisions of the Act with reference to the above unfair labor practice charge.

3           **II.     SETTLEMENT TERMS**

4           To protect agricultural employees' rights in agricultural fields managed by Mauritson,  
5 and to resolve this charge without further litigation, Mauritson, Mr. Cardenas, and the ALRB, by  
6 and through the ALRB's Salinas Regional Director, (collectively, "the Parties") hereby agree as  
7 follows:

8           **A.     Full Settlement**

9           This Agreement constitutes a complete resolution of charge 2022-CE-009-SAL. The  
10 Agreement contains the complete and integrated agreement of the parties and supersedes all prior  
11 discussions and negotiations. The parties agree that they entered into this agreement voluntarily.  
12 The parties agree that no other party made any statement, promise, representation or agreement,  
13 verbally or in writing, except as expressly set forth in this Agreement.

14           **B.     Enforcement**

15           The ALRB expects that all Parties are entering into this Agreement in good faith and will  
16 fully comply with its terms. Respondent's performance of the terms and provisions of this  
17 Agreement shall commence immediately after the Regional Director approves this Agreement. If  
18 prior to the closure of this charge, the ALRB has reason to believe that Respondent has violated  
19 any provision of this Agreement, the ALRB will immediately notify the Respondent and attempt  
20 to resolve the issue(s). If, after ten (10) days, the Parties are unable to resolve the issue(s), this  
21 Agreement is void and the ALRB retains authority to prosecute the charge. The Regional  
22 Director will move to put the hearing back on calendar. Thereafter, the General Counsel may file  
23 a motion for default judgment with the Board on the allegations contained in the Complaint.  
24 Respondent understands and agrees that the allegations in the Complaint will be deemed  
25 admitted and that its Answer to such Complaint will be considered withdrawn. The only issue  
26 that may be raised before the Board is whether the Respondent defaulted on the terms of the  
27 Agreement. The Board may then, without necessity of trial or any other proceeding, find all  
28 allegations of the Complaint, to be true and make findings of fact and conclusions of law

1 consistent with those allegations adverse to Respondent, on all issues raised by the pleadings.  
2 The Board may then issue an Order providing for full remedies for the violations found as is  
3 customary to remedy such violations.

4 **C. Non-Interference with Employee Rights Under the Act**

5 Mauritson, including its supervisory employees and authorized agents, will respect its  
6 employees' rights, including those hired through farm labor contractors and recruited through the  
7 H-2A program, to come together for mutual aid and protection, and will not interfere with,  
8 restrain, or coerce agricultural employees in the exercise of those rights.

9 **D. Payment in Lieu of Reinstatement & Backpay**

10 Within twenty (20) days of the execution of this Settlement Agreement, Mauritson shall  
11 cause to be delivered checks payable to each of the twenty-one (21) affected workers, whose  
12 names and amounts are attached hereto as **Exhibit A**, to the Oxnard Sub-Regional Office, 1901  
13 North Solar Drive, Suite 240, Oxnard, CA 93036. The total for payment in lieu of reinstatement  
14 and backpay is: \$328,077.00. Standard payroll deductions shall be made in accordance with each  
15 of the workers' most recent W-4 forms on file with Respondent– the percentage withheld from  
16 the settlement check shall equal the percentage withheld from the employees' regular paychecks.  
17 An accounting of the deductions shall accompany the checks. Any funds that the Regional  
18 Director is unable to distribute, despite diligent efforts, shall be deposited in the Agricultural  
19 Employee Relief Fund, pursuant to Labor Code Section 20299 of the ALRB's regulations.

20 **E. Reading of Notice**

21 Upon execution of this Agreement, Respondent shall sign a Notice to Employees in the  
22 forms attached hereto as **Exhibit B** (English) and **Exhibit C** (Spanish). ALRB agents shall  
23 conduct a reading and distribution of the Notice during the peak of the season to all  
24 Respondent's agricultural employees. The reading shall take place at a mutually agreed upon  
25 time and date at Respondent's property. At the time of the reading, ALRB Agents will provide  
26 sufficient copies of the signed Notice to Employees in Spanish and English, as applicable.  
27 Respondent will compensate agricultural employees for the time spent attending the reading at  
28 their average hourly rate. The reading will not interfere with employees' breaks or lunch periods.

1 Employees will have time to ask questions and obtain responses from ALRB agents -- no  
2 supervisors, forepersons, officers, representatives, or attorneys of Respondent shall be present for  
3 any part of the question and answer period.

4 If interpretation is required into languages other than Spanish or English, language  
5 interpreters shall accompany ALRB agents, read the Notice in all appropriate languages, and  
6 translate questions and answers, as necessary.

7 **F. Posting**

8 ALRB Agents shall post copies of the Notice in locations, including but not limited to,  
9 where Respondent traditionally posts Notices to its agricultural workers. This may include areas  
10 where the employees congregate and eat lunch, including but not limited to work trailers used by  
11 the crews and billboards located at the ranches where Respondents crews perform work and/or  
12 bathrooms. These Notices shall be posted when the ALRB agents read the Notice to the workers  
13 and shall remain posted for seventy-five (75) days thereafter. Respondent shall exercise due care  
14 to replace any Notice to Employees that has been altered, defaced, covered or removed.

15 **G. Mailings**

16 Within thirty (30) calendar days of the execution of this Agreement, Respondent will  
17 prepare stamped, unsealed envelopes containing the Notice in English and Spanish addressed to  
18 each agricultural employee who worked for Respondent from October 1, 2021, through the date  
19 this agreement is executed. The return address listed on the envelopes shall be ALRB, 1901  
20 North Solar Drive, Suite 240, Oxnard, CA 93036. To ensure compliance, Respondent will  
21 provide the ALRB with a list of names and home addresses of all such employees. ALRB agents  
22 will then inspect the unsealed postage-paid mailings and drop them off at the post office.

23 **H. Access for ALRB Agents**

24 Respondent agrees to provide the ALRB with access to its worksites to verify compliance  
25 with this Agreement. Regional Staff will notify Respondent before visiting the worksite to find  
26 out the location where the workers will be working. If Respondent fails to comply with the terms  
27 of this Agreement, the General Counsel can, in her discretion, extend the posting period beyond  
28 seventy-five (75) days, according to the severity of the noncompliance.



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Approved By:

Date: \_\_\_\_\_

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Jessica Arciniega  
Regional Director