Brian G. Hannemann, Esq. (SBN: 166109)
HANNEMANN LAW FIRM, APC
1042 N. Mountain Ave., Suite B-222
Upland, CA 91786
Telephone: (909) 980-7878
Email: bghesq@gmail.com

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
08/07/2026 at 09:14:14 AM
By: Angela Jantz, Deputy Clerk

[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

ATTORNEYS FOR CROSS-COMPLAINANT,
LETICIA RIDAURA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF IMPERIAL, EL CENTRO COURTHOUSE

VALLEY HARVESTING & PACKING, INC., a California Corporation; FRESH HARVEST, INC., an Arizona Corporation; AGDATA SERVICES, INC., a California Corporation; ALPHA SITE LOGISTICS, a California Corporation; LATITUDE 42 FARMS, LLC, an Idaho Limited Liability Company; SAY WHEN TRANSPORTATION, LLC, a Delaware Limited Liability Company; and SMD LOGISTICS, an Arizona Corporation,

Plaintiffs,

v.

LETICIA RIDAURA, an individual; and DOES 1 through 75,

Defendants.

LETICIA RIDAURA, an individual,

Cross-Complainant,

v.

VALLEY HARVESTING & PACKING, INC., a California Corporation; FRESH HARVEST, INC., an Arizona Corporation; AGDATA

CASE NO.: ECU004760

LETICIA RIDAURA'S CROSS-COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

(1) WHISTLEBLOWER RETALIATION (LABOR CODE §§ 98.6 and 1102.5);
(2) AGE DISCRIMINATION (GOV. CODE §12940(a));
(3) RETALIATION (GOV. CODE §12940(h));
(4) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
(5) BREACH OF ORAL CONTRACT AND PROMISSORY ESTOPPEL;
(6) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
(7) INDEMNITY PURSUANT TO LABOR CODE §2802

DEMAND FOR JURY TRIAL

SERVICES, INC., a California Corporation; ALPHA SITE LOGISTICS, a California Corporation; LATITUDE 42 FARMS, LLC, an Idaho Limited Liability Company; SAY WHEN TRANSPORTATION, LLC, a Delaware Limited Liability Company; and SMD LOGISTICS, an Arizona Corporation; AGDATA GLOBAL, LLC, an Arizona Limited Liability Company; HARVEST TEK, INC. a California Corporation; SBMD PROPERTIES, LLC, a California Limited Liability Company; SCARONI PROPERTIES, INC., a California Corporation; SCARONI PROPERTIES, LLC, a California Limited Liability Company; STEVE SCARONI, an individual; MATT SCARONI, an individual; DAVID SCARONI, an individual; and DOES 1 through 50, inclusive,

Cross-Defendants.

Zack Broslavsky, Esq. (SBN: 241736)
Email: zbroslavsky@bwcounsel.com
Jonathan A. Weinman, Esq. (SBN: 256553)
Email: jweinman@bwcounsel.com
BROSLAVSKY & WEINMAN, LLP
2321 Rosecrans Ave., Suite 5200
El Segundo, CA 90245
Telephone: (310) 575-2550
Facsimile: (310) 464-3550
Attorneys for Cross-Complainant
LETICIA RIDAURA

COMES NOW THE DEFENDANT AND CROSS-COMPLAINANT, alleging against Plaintiffs and Cross-Defendants as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Defendant and Cross-Complainant LETICIA RIDAURA (hereinafter "Ms. Ridaura") is a natural person who is, and at all relevant times was, a resident of the United States and a domiciliary of the State of California, County of Imperial.

2. Plaintiff and Cross-Defendant VALLEY HARVESTING & PACKING, INC. (hereinafter "Valley Harvesting"") is a corporation organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249.

3. Plaintiff and Cross-Defendant FRESH HARVEST, INC. (hereinafter "Fresh Harvest") is a corporation organized and existing under the laws of the State of Arizona and with its principal place of business located at 17815 South Highway 95, Somerton, Arizona 85350.

4. Plaintiff and Cross-Defendant AGDATA SERVICES, INC. (hereinafter "AgData Services") is a corporation organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249.

5. Plaintiff and Cross-Defendant ALPHA SITE LOGISTICS (hereinafter "Alpha Site") is a corporation organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249.

6. Plaintiff and Cross-Defendant LATITUDE 42 FARMS, LLC (hereinafter "Latitude 42") is a limited liability company organized and existing under the laws of the State of Idaho and with its principal place of business located at 101 East Main Street, Heber, California 92249.

7. Plaintiff and Cross-Defendant SAY WHEN TRANSPORTATION, LLC (hereinafter "Say When") is a limited liability company organized and existing under the laws of the State of Delaware and with its principal place of business located at 101 East Main Street, Heber, California 92249.

8. Plaintiff and Cross-Defendant SMD LOGISTICS (hereinafter "SMD") is a corporation organized and existing under the laws of the State of Arizona and with its principal place of business located at 17815 South Highway 95, Somerton, Arizona 85350.

9. Cross-Defendant AGDATA GLOBAL, LLC, (hereinafter "AgData Global") is a limited liability company organized and existing under the laws of the State of Arizona and with its principal place of business located at 17815 South Highway 95, Somerton, Arizona 85350.

10. Cross-Defendant HARVEST TEK, INC. (hereinafter "Harvest Tek") is a corporation organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249 and is the parent corporation of HARVEST TEK DE MEXICO.

11. Cross-Defendant SBMD PROPERTIES, LLC (hereinafter "SBMD") is a limited liability company organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249.

12. Cross-Defendant SCARONI PROPERTIES, INC. (hereinafter "Scaroni Inc.") is a corporation organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249.

13. Cross-Defendant SCARONI PROPERTIES, LLC (hereinafter "Scaroni LLC") is a limited liability company organized and existing under the laws of the State of California and with its principal place of business located at 101 East Main Street, Heber, California 92249.

14. Cross Defendants Valley Harvesting, Fresh Harvest, AgData Services, Alpha Site, Latitude 42, Say When, SMD, AgData Global, Harvest Tek, SBMD, Scaroni, Inc. and Scaroni LLC shall hereinafter be referred to collectively as "Employer Defendants".

15. Cross-Defendant STEVE SCARONI ("Steve Scaroni") was at all times relevant hereto Ridaura's supervisor and the founder, CEO, principal and/or managing member of Employer Defendants.

16. Cross-Defendant MATT SCARONI ("Matt Scaroni") was at all times relevant hereto a managing agent, supervisor and/or officer of Employer Defendants and Defendant Steve Scaroni's son.

17. Cross-Defendant DAVID SCARONI ("David Scaroni") was at all times relevant hereto a managing agent, supervisor and/or officer of Employer Defendants and Defendant Steve Scaroni's son.

18. Employer Defendants, Steve Scaroni, Matt Scaroni and David Scaroni shall hereinafter be referred to collectively as "Cross-Defendants".

19. Cross-Defendants operate under a family owned and operated joint enterprise entitled Scaroni Family of Companies, under which each of the aforementioned entity defendants is listed.

20. Ridaura is informed and believes and thereon alleges that Employer Defendants operated collectively as an integrated enterprise, joint employer and/or alter-ego of each other. At all relevant times, each Employer Defendant operated with each other Employer Defendant as integrated enterprises under common direction, shared resources and management, and exercised joint control over the terms and conditions of Ridaura's employment. In fact, Paragraph 21 of Plaintiffs' own First Amended Complaint admits that "[b]ecause of the unified family ownership and integrated operational goals, the various companies within the Scaroni Group work closely together."

21. Ridaura is ignorant of the true names and capacities of the Cross-Defendants sued herein as DOES 1 to 50, and therefore sues these defendants by such fictitious names. Ridaura will amend this Complaint to allege the true names and capacities when they are ascertained.

22. Ridaura is informed and believes, and thereon alleges, that each fictitiously named Cross-Defendants is responsible in some manner for the occurrences herein alleged, and Ridaura's injuries and damages as herein alleged are directly, proximately and/or legally caused by Cross-Defendants.

23. The tortious acts and omissions alleged to have occurred herein were by management-level employees and owners of Cross-Defendants.

24. The actions of Cross-Defendants, and each of them, against Ridaura constitute unlawful employment practices in violation of public policy, and caused, and will continue to cause, Ridaura loss of future earnings and employment.

25. Cross-Defendants had actual and/or constructive knowledge of the tortious acts and omissions alleged and thereafter ratified said conduct by failing to reprimand or terminate the responsible individuals.

26. Cross-Defendants committed the acts alleged herein maliciously, fraudulently, oppressively, and with the wrongful intention of injuring Ms. Ridaura, and acted with an improper and evil motive amounting to malice or despicable conduct. Alternatively, Cross-Defendants' wrongful conduct was carried out with a conscious disregard for Ridaura's rights.

27. Ridaura is informed and believes, and based thereupon alleges, that at all times relevant hereto, Employer Defendants and DOES 1 to 50, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Cross-Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Cross-Defendants.

28. As a further proximate result of the unlawful actions of Cross-Defendants, and each of their agents, against Ridaura as alleged herein, Ridaura has been harmed in that she has suffered emotional pain, humiliation, mental anguish, loss of enjoyment of life, and emotional distress.

29. Cross-Defendants' conduct warrants the assessment of punitive damages in an amount sufficient to punish Cross-Defendants and deter others from engaging in similar conduct.

30. Ridaura seeks compensatory damages, punitive damages, costs of suit herein, and attorney fees.

31. Venue is properly laid in this Court inasmuch as the acts upon which Ridaura sues herein occurred within Imperial County. Ridaura is a resident of Imperial County, Employer Defendants do business in Imperial County and Ridaura was employed in, injured in and terminated in Imperial County.

///

///

ALTER EGO AND UNITY OF INTEREST ALLEGATIONS

32. At all relevant times herein, there existed, and continues to exist, a unity of interest and ownership between and among Employer Defendants and Cross-Defendants Steve Scaroni, Matt Scaroni and David Scaroni such that any individuality and separateness between and among them has ceased, and the corporate entities are the alter egos of the individual Cross-Defendants. The individual Cross-Defendants have dominated, controlled, and manipulated the corporate entities for their personal benefit, including but not limited to the following:

(a) Steve Scaroni, Matt Scaroni, and David Scaroni exercised complete dominion and control over Employer Defendants treating the assets, funds, and operations of the corporations as their own personal property;

(b) The corporations were undercapitalized and/or their finances were commingled with those of the individual Cross-Defendants, including Steve Scaroni's direction that Ridaura manage his personal tax filings and financial affairs using Employer Defendants' resources and personnel;

(c) Steve Scaroni, Matt Scaroni and David Scaroni ran their own personal expenses through the various Employer Defendants in order to reduce payroll taxes and avoid tax liabilities;

(d) Corporate formalities were routinely disregarded, including through Steve Scaroni's unilateral oral representations of compensation, equity sharing, and property transfers on behalf of Employer Defendants, without board authorization or written documentation;

(e) The individual Cross-Defendants used the corporate form as a shield to perpetuate the fraud, oppression, harassment, and unlawful employment practices described herein, including using the corporate structure to deny Ridaura her promised compensation, deferred benefits, and equity interests while simultaneously attempting to strip her of her equity interest in AgData through coercive means and without consideration;

(f) Steve Scaroni used Employer Defendants interchangeably and simultaneously, directing Ridaura to perform executive-level work across the entities without additional compensation, and treating Ridaura's employment relationship as spanning the entities without regard to their separate legal identities. Steve Scaroni also directed Ridaura to run expenses through Employer Defendants as a form of purported additional compensation/bonus in order to address the fact that Ridaura was working for various entities without additional compensation and to reduce Employer Defendants tax burden. At the same time, Steve Scaroni, Matt Scaroni and David Scaroni ran their own personal expenses through the Employer Defendants in order to minimize or reduce payroll taxes and personal tax liabilities. Steve Scaroni also regularly sought to compensate Ridaura "off the books" to reduce Employer Defendants tax liabilities;

(g) The individual Cross-Defendants directed the Employer Defendants' resources to facilitate and conceal unlawful conduct, including the agrochemical smuggling scheme, tax evasion, the systematic wage misclassification scheme, and the workers' compensation injury suppression scheme, all while using the corporate form to insulate themselves from personal liability for these unlawful practices;

(h) Paragraph 21 of Plaintiffs' own First Amended Complaint admits that "[b]ecause of the unified family ownership and integrated operational goals, the various companies within the Scaroni Group work closely together."

33. Adherence to the fiction of the separate existence of each of the Employer Defendants as entities distinct from the individual Cross-Defendants would permit an abuse of the corporate privilege, would sanction fraud and illegal practices and promote injustice. Accordingly, the Employer Defendants are the alter egos of each of the named individual Cross-Defendants and each Cross-Defendant is jointly and severally liable for the acts and obligations of the others as alleged herein.

INTRODUCTION

34. Ridaura was employed by Employer Defendants for more than thirty (30) years, working her way up from an entry-level position to Chief Operating Officer and handling substantial administrative functions for all of the Employer Defendant entities. Ridaura performed well at her job and anticipated working with Employer Defendants until her retirement, having deferred compensation at Employer Defendants' request and/or instruction, and otherwise obtained agreements with Employer Defendants for equity interest and retirement benefits upon Ridaura's eventual retirement.

35. Unfortunately for Ridaura, once she was in a position of more control, she quickly realized the true scheme being operated by Cross-Defendants. Cross-Defendants operated their admitted integrated enterprise comparable to a Godfather mafia style organization where Steve Scaroni served in the role of "Boss" Don Corleone, Matt Scaroni and David Scaroni served as "Capos" enforcing the will of their father. Cross-Defendants utilized their legitimate business operations to pursue and conceal their illegal conduct, at the direction of Steve Scaroni and with Matt Scaroni and David Scaroni carrying out and/or enforcing the orders of Steve Scaroni. As detailed more fully herein below, P. Randolph Finch, Jr. (aka Randy Finch) served as counsel for Cross-Defendants with respect to both Cross-Defendants business practices, including providing guidance to Cross-Defendants and serving in a role similar to a Consigliere to the Scaroni Family and their web of businesses.

36. Once Ridaura was in a position where she could see, firsthand, the illegal conduct carried out by Cross-Defendants, she promptly began to object to or make internal complaints about Cross-Defendants' illegal operations and practices, including: (1) improper and illegal smuggling of agrochemicals into Mexico for use on organic crops and produce in violation of several state and federal regulations; and (2) repeated attempts to discourage or deny treatment and reporting of work-related injuries and/or engage in unsafe or illegal work practices. When Ridaura began to object and/or complain about illegal conduct, Cross-Defendants sought to ostracize her, retaliate against her, threaten her and push her out of the "family." When Ridaura raised her complaints and/or concerns to Mr. Finch, he either ignored her complaints, assured her the conduct she complained about should not be her concern and otherwise conveyed to Ridaura that, as counsel for Cross-Defendants, Ridaura should defer to him. As a direct and proximate result of Ridaura's complaints, she was retaliated against, demoted, and pressured to resign.

37. When Ridaura refused to succumb to Cross-Defendants intimidation and threatening tactics and retained counsel to protect herself from Employer Defendants' conduct and advise her as to her legal rights, not only was Ridaura summarily terminated, but she was sued by Employer Defendants in an attempt to silence her. Employer Defendants subsequently amended their

Complaint in a further act of retaliation to name Ridaura's daughter and husband as alleged co-conspirators.

SPECIFIC FACTUAL ALLEGATIONS

A. Ridaura's Employment

38. Employer Defendants, all of which operate under the Scaroni Family of Companies umbrella, operate an agricultural company engaged in the harvesting, packing, and hauling of produce for major domestic retail clients, including but not limited to Fresh Express, Christopher Ranch, Foxy Fresh Produce, Blazer, Wilkinson, Gee, and other large prominent USA companies. Employer Defendants primarily operate growing operations through related entities in Mexico, including Harvest Tek de Mexico, a subsidiary of Harvest Tek. The various entities handle different aspects of Employer Defendants' operations, including but not limited to harvesting, packaging, hauling, personnel operations, employment and housing of workers on H-2A visas (specifically designed for seasonal agricultural work) and related operations.

39. Ridaura began her employment with the Employer Defendants on or about June 17, 1996. Over nearly thirty years of loyal service, she advanced from an entry-level role to Chief Operating Officer ("COO") of Valley Harvesting. Ridaura was simultaneously employed by and served in an executive capacity for AgData, an affiliated entity operating under the common control of Steve Scaroni. Over the years, Ridaura was also required, by Steve Scaroni, to perform oversight and compliance related work associated with Fresh Harvest, Harvest Tek, Alpha Site, Latitude 42, Say When, SMD, SBMD Properties, Scaroni, Inc. and Scaroni LLC using the same resources, time and equipment. Throughout her tenure across the various entities, she consistently performed at a high level and routinely assumed responsibilities far beyond her formal role.

40. Employer Defendants cycled through multiple CFOs over the years, many of whom left abruptly. In those instances, Ridaura stepped in to manage audits, oversee financial reporting, coordinate with outside accountants, and ensure completion of corporate and personal tax filings, including those of Steve Scaroni and his family. These transitions frequently occurred during critical reporting periods and required Ridaura to perform overlapping executive-level functions without additional compensation, often working 60 to 70 hours per week.

41. In addition to her operational responsibilities, Ridaura served as the primary internal lead on major financial initiatives, including preparation for a potential private equity transaction. She coordinated due diligence, worked with outside consultants, outside counsel and CPA firms, and managed internal reporting processes across Employer Defendants and their affiliated entities.

42. During this time, Steve Scaroni repeatedly told Ridaura that her loyalty and work would be rewarded. He advised her on many occasions to pay personal expenses using the corporate assets so that he could avoid and reduce her payroll taxes, which was a practice that Employer Defendants routinely employed across the web of Companies to maximize profit and minimize legal liabilities and tax obligations. Likewise, Scaroni represented on multiple occasions that he intended to provide Ridaura with a portion of his ownership proceeds in connection with any sale of the Valley Harvesting. Separately, and independently of any equity event, Steve Scaroni also promised to gift Ridaura a condominium in Liberty Station valued at approximately $1.4 million in exchange for her continued hard work and committed employment to Employer Defendants. These promises were made unconditional and were not contingent upon any sale or equity transaction occurring. Ridaura reasonably relied upon these representations to continue working long hours and performing tasks for various Employer Defendants without additional compensation.

43. Despite the scope of her responsibilities, Ridaura was never placed on a performance improvement plan or formally disciplined throughout her nearly thirty years of employment.

B. Whistleblower Activity: Illegal Chemical Smuggling in Mexico Farming Operations

44. During her tenure as COO, Ridaura became aware of and objected to illegal conduct within Employer Defendants' agricultural operations, including its farming operations in Mexico conducted through Harvest Tek de Mexico, a subsidiary of Harvest Tek.

45. Employer Defendants are responsible for the farming inputs, watering and maintenance from seed to harvest, harvesting and hauling produce and selling produce. The Employer Defendants USA clients, including Fresh Express and other large prominent USA companies, sell produce to retailers and consumers, including Costco, Walmart, Albertsons, Aldi, Whole Foods,

Trader Joe's, Subway, Jersey Mike's, and other major retailers and restaurants. These clients represent to the open market that the produce was grown in compliance with organic certification standards, including but not limited to Oregon Tilth, QAI Quality Assurance International, and federal USDA National Organic Program standards. Employer Defendants' clients have specific United States Department of Agriculture ("USDA") requirements for importing crops into the United States market, including strict requirements regarding the use of approved chemicals and fertilizers, and specific regulations governing organic labeling.

46. Ridaura is informed, believes, and thereon alleges that Employer Defendants, through their Mexico farming operations, knowingly used unapproved and/or synthetic chemicals and pesticides in the cultivation of produce intended for export and sale in the United States. Specifically, Employer Defendants, at the direction of their executive employees, smuggled unapproved agrochemicals into Mexico for use in its farming operations. The chemicals were transported into Mexico by employees who live in Mexico or commute daily across the U.S.-Mexico border, and who were directed by Employer Defendants to personally carry these chemicals across the border as part of a scheme to circumvent state and federal import/export requirements, including requirements to declare the chemicals, identify their intended use, confirm they appear on the approved list, and pay applicable fees. The unapproved agrochemicals were used in place of the approved chemicals specified in client contracts, and served the purpose of increasing crop yields and improving revenue and/or profits for Employer Defendants, while eliminating any documentation trail of their use.

47. Around mid to late 2024, Ridaura learned of an incident involving an employee who was requested to transport agrochemicals by Employer Defendants without proper import/export paperwork. The employee complained about the lack of paperwork and was subsequently terminated. Ridaura learned that the employee filed a wrongful termination lawsuit and that Employer Defendants, at the direction of Matt Scaroni, were attempting to pursue retaliatory criminal charges against the employee for an alleged theft of the same chemicals the employee complained were not properly documented. When Employer Defendants were unable to produce

any evidence or witnesses to support the criminal charges, Matt Scaroni became angry that they were not able to pursue charges against the employee.

48. In approximately September of October 2024, Ridaura overheard Matt Scaroni, whose office was close to Ridaura's, giving instructions over the phone about an employee arriving to Employer Defendants' California facility to pick up chemicals for use in the Mexico agricultural operations. Ridaura recalls the approximate timing of the call based on when the inputs were started in Mexico for the next harvest season. This request was especially unusual as Employer Defendants routinely imported and exported equipment and products in and out of Mexico as part of their operations and everything was supposed to be documented in detail. Ridaura asked one of the receptionists who worked for Matt Scaroni about the call, and the receptionist confirmed that one of Employer Defendants' employees who helped run operations in Mexico was scheduled to pick up chemicals and personally transport them back to Mexico.

49. Ridaura promptly complained directly to Steve Scaroni, raising the concern about import and export requirements and the legality of using chemicals on produce that was overwhelmingly designated as organic. Ridaura specifically stated that she overheard the conversation involving Steve Scaroni's son and that Employer Defendants should not be hiding and/or not failing to properly document or declare chemical usage. Steve Scaroni told Ridaura that he will talk to Matt Scaroni about the issue.

50. Later the same fall, Ridaura again overheard Matt Scaroni giving similar instructions to pick up chemicals, and she again complained to Steve Scaroni. Steve Scaroni told Ridaura that the chemicals were "to secure better crop yields", which would increase Employer Defendants' profits but again promised that he, Steve Scaroni "will speak with Matt and take care of it."

51. Despite Ridaura's complaints to Steve Scaroni about the illegal conduct, Ridaura then again overheard Matt Scaroni having conversations over the phone about chemicals being picked up and personally transported to Mexico, not using proper import/export channels. Specifically, Ridaura overheard Matt Scaroni speaking with Gerardo Beltran, who helped run the agricultural operations in Mexico, about picking up chemicals. Ridaura also spoke with Maria Mercado, an assistant, about the calls. Ms. Mercado confirmed that Matt Scaroni was speaking with Gerardo

Beltran about picking up chemicals because “Matt ordered them and did not want them to go through import”. Ridaura believes this conversation occurred around January of 2025.

52. Ridaura again objected to Steve Scaroni about the use of chemicals on organic produce and the lack of proper import/export requirements being followed. Steve Scaroni told Ridaura that he spoke with Matt Scaroni, who reminded Steve Scaroni that “just because it is not organic does not mean it’s bad”, or words to that effect. Steve Scaronni added that Matt Scaroni is now in charge of Mexico and Ridaura has enough to do without being involved in this issue. Unfortunately, Ridaura is aware that the illegal operations continued.

53. Between late 2024 and her termination, including in August or September 2025, Ridaura also personally witnessed Gerardo Beltran picking up chemicals from Employer Defendants’ facilities on at least two (2) occasions.

54. During the start of the 2025/2026 planting season, Ridaura confronted Mr. Beltran and informed Mr. Beltran that she was aware that he was not going through the import process at the border. Mr. Beltran told Ridaura that he was ordered by Matt Scaroni to not declare or export the items.

55. Several days later, Ridaura brought up to Steve Scaroni her conversation with Mr. Beltran about being ordered by Matt Scaroni to avoid the import/export process. Steve Scaroni told Ridaura that he had talked with Matt and Matt was adamant that Employer Defendants could not make the yields without it and “just because it was an approved substance for organic use didn’t make it bad”, or words along those lines.

56. In approximately January 2026, during one of the instances where Steve Scaroni was asking Ridaura about her future plans, Ridaura turned the conversation to whether Matt Scaroni was still importing illegal chemicals to Mexico. In response, Steve Scaroni told Ridaura to stop asking about Matt Scaroni because Matt was in charge of operations in Mexico and that Ridaura needed to focus on operations in the United States.

57. This scheme served multiple unlawful purposes: (a) Employer Defendants avoided complying with chemical import/export requirements; (b) Employer Defendants created no documentation trail establishing that unapproved chemicals were used in connection with farming

in Mexico and sale in the United States; (c) Employer Defendants' clients paid for line-item budgets for approved chemicals and fertilizers, while Employer Defendants secretly substituted unapproved chemicals, thereby defrauding clients and misrepresenting the nature of the produce; (d) Employer Defendants were able to increase crop yields using unapproved chemicals which would result in a direct increase in profits; (e) Employer Defendants reduced their operating expenses through these illegal and/or unfair business practices at the expense of their competition; and (f) when Harvest Tek exported loads of produce, invoices and food safety paperwork were generated representing to clients and to USDA border inspection agents that only approved methods were used, enabling Employer Defendants' USA clients to sell the produce to major retailers and consumers as conventionally grown or organic, in violation of applicable organic certification and food safety standards.

58. These practices, if established, constitute violations of, among other statutes and regulations, including but not limited to: the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Organic Foods Production Act (7 U.S.C. § 6501 et seq.); applicable USDA National Organic Program regulations (7 C.F.R. Part 205); the California Sherman Food, Drug and Cosmetic Law (Cal. Health & Safety Code § 109875 et seq.); and the California Organic Products Act (Cal. Food & Agric. Code § 46000 et seq.). Such practices also expose consumers to uninspected and unapproved chemicals in food products sold throughout the United States.

59. Ridaura raised her concerns regarding these practices to Employer Defendants' managing agents, CEO and executives, each of whom either had direct knowledge of and/or facilitated the illegal conduct and objected to her participation in or facilitation of these unlawful practices. Ridaura reasonably believed that the practices she identified constituted violations of state and federal statutes and regulations.

C. Whistleblower Activity: Suppression of Workers' Compensation Injury Reporting and Failure to Treat Workplace Injuries

60. Ridaura also became aware of, objected to, and raised concerns regarding unfair and/or dangerous labor practices, including a systematic scheme by Employer Defendants to suppress,

interfere and/or refuse to report workplace injuries by employees, including H-2A agricultural guest workers through Fresh Harvest and other hourly employees working for Employer Defendants.

61. To Ridaura's knowledge, Employer Defendants are self-insured for workers' compensation purposes and bear direct financial responsibility for all workers' compensation claims, giving it a significant financial incentive to minimize the number of reportable workplace injuries, incidents, and first-aid and/or illness events.

62. To further this objective, Employer Defendants created and implemented a systematic practice of requiring employees—including H-2A workers and other field and packing employees—to initial or sign forms on a daily basis affirmatively stating that they had not suffered any injury, incident, or first-aid event during that workday. These forms were created and implemented by Employer Defendants leadership, approved by in-house counsel Tiffany Berry and then Jennifer Schermerhorn, and made mandatory for entire crews. Compliance was enforced through discipline: employees who refused to sign the forms faced adverse employment consequences, including foremen notifying crews that if they did not sign the form the foreman would lower their production numbers, making it more likely they were terminated for performance.

63. Employees were frequently required to sign or initial the forms before the workday had concluded, thereby executing declarations that no injury had occurred during hours of work that had not yet elapsed. Any injury occurring later in the same shift would be contradicted by the employee's own prior signature.

64. Employer Defendants exploited these pre-signed forms as a weapon against injured workers. When an employee later reported a workplace injury, Employer Defendants used the prior signed forms to challenge the legitimacy of the claim and to suggest the employee had fabricated or exaggerated the injury, thereby discouraging legitimate workers' compensation claims and undermining injured employees' legal rights.

65. The injury suppression scheme created a work environment in which H-2A workers and other employees were actively discouraged from reporting workplace injuries through: (a)

mandatory daily signing of no-injury declarations under threat of discipline; (b) the fear of being labeled an unsafe worker; (c) the fear of negative employment consequences, including loss of future work assignments; and (d) the knowledge that any reported injury would be met with Employer Defendants' use of prior signed forms to challenge the claim. H-2A workers, whose immigration status, work housing, and future employment are tied to the sponsoring employer, were particularly vulnerable. As part of the injury suppression scheme, Employer Defendants also endeavored to avoid providing the necessary medical care to injured workers.

66. Ridaura recalls another specifically egregious example of Employer Defendants' illegal conduct that occurred in approximately late 2023. A long time employee named Rigoberto Robles that worked as a truck dispatcher passed out in the field at work. When he came to, Mr. Robles was not sent home or medically evaluated and returned to work. A short time later, Mr. Robles passed out again at work. Instead of seeking immediate treatment or filing a report, another employee drove Mr. Robles home in his truck.

67. While he was being taken home, Mr. Robles again passed out and 911 was called. Mr. Robles was transported to Yuma Regional Medical Center, where Ridaura later learned that he was diagnosed with a heart attack. A few months later, in approximately May 2024, Ridaura was approached by Leticia Robles (no relation) in Human Resources, which was usually the first line of reporting for workers' compensation related injuries or claims after they occurred in the field.

68. Ridaura was asked by Ms. Robles about how to process paperwork for Mr. Robles as he was injured in January, his benefits were cut off by Employer Defendants and he was not on any approved leave of absence. Confused, Ridaura asked why Mr. Robles was not on workers' compensation and receiving treatment as a result because the injury occurred at work. Ridaura was informed that both David Scaroni and in house counsel Tiffany Berry determined the injury was "personal" and thus no workers' compensation claim was made, and Mr. Robles was to be put on an unpaid and unapproved absence. When Ridaura objected and raised the issue directly with David Scaroni, he told Ridaura that he "cannot be responsible for people's poor personal choices". Ridaura inquired what that meant, and Mr. Scaroni replied: "he was overweight and didn't take care of himself and I'm sure that is why he had a heart attack." Ridaura continued to object and

state that the law required a workers' compensation claim be made and David Scaroni refused and said "what is done is done". A short time later, Ridaura saw an email about Mr. Robles being cleared to return to work, and David Scaroni refusing to allow Mr. Robles to return.

69. Ridaura also recalls an incident during the 2025 harvest season in which three H-2A workers assigned to a lettuce crew and housed in Employer Defendants' company housing were injured in a car accident while driving to work. Although the H-2A program requires the employer to provide transportation to and from the worksite, Employer Defendants required these employees to drive their own personal vehicle to keep costs down. When the accident occurred and the employees sought medical care, David Scaroni directed the Safety team that the incident should be treated as "personal" and not work-related, on the grounds that the employees were not yet "working," and no medical treatment was initially authorized.

70. Ridaura, who was previously not aware that the employees drove themselves at the Employer Defendants' request, then instructed the Safety department to take them to the nearest medical facility. When David Scaroni learned that Ridaura had authorized the employees' medical care, he called Ridaura and questioned her. Ridaura responded that it was the right thing to do. David Scaroni did not want to authorize any further medical treatment, even after one of the employees expressed concerns that he had suffered an internal injury. Ridaura told David Scaroni that the company had a responsibility and if nothing further was necessary, it was the medical doctor who should make that determination, not David. Ridaura directed Field Safety Manager Fabiola Montelongo to transport two of the employees to Natividad Medical Center in Salinas, and one of them was sent to radiology for testing. David Scaroni subsequently told Ridaura that he disagreed with her decision, stating that "now everyone that has any minor issue will expect to be treated," and that he would have preferred to persuade the injured employees to return home to Mexico to recover and remove them from the contract.

71. In another example, during the summer harvest season in 2025, Ridaura became aware of an employee that was severely ill and throwing up regularly during work when the heat index for agricultural workers was very high that summer. The employee was not taken to the clinic. Instead, the employee was given Gatorade and a cooling vest and placed in an air-conditioned truck for a

period of time, before then returning to work. It was only after the employee returned to the Employer Defendants' housing and became even worse that he was taken to the hospital. To Ridaura's knowledge, this incident was never reported. Ridaura complained directly to David Scaroni about this matter, advising him that clear instructions should be given to safety personnel on how to handle heat related cases because it could end up in a tragedy one day if they were not properly addressed.

72. Ridaura was also on several WhatsApp conversations relating to workplace injuries where all managers were on a thread and Ridaura personally witnessed managers refuse to file workers' compensation claims by either downplaying the severity of the injury or otherwise not documenting the injury.

73. On another occasion, during 2025, Ridaura learned of a measles outbreak amongst employees in Employer Defendants' Mexico harvesting operations. Ridaura was informed by Human Resources that despite the measles outbreak, Matt Scaroni instructed Gerardo Beltran to require the ill and exposed workers to continue working in groups with other workers. Ridaura called Gerardo Beltran and advised him that she was recommending the workers be separated in their housing units, tested and if they tested positive to no work. Gerardo Beltran told Ridaura that he was following Matt Scaroni's instructions, not those of Ridaura. Ridaura then contacted Matt Scaroni, notified him that several employees of Harvest Tek were sick and sent pictures via WhatsApp of the rashes on their bodies that were indicative of measles. Ridaura advised Matt Scaroni that she wanted to separate the workers, provide them separate housing and food, send them to clinics for treatment, test those who were exposed on the same crew and stop the work of those who were positive. In response to Ridaura engaging in conduct to protect workers' rights and prevent the spread of a measles outbreak, Matt Scaroni became irate with Ridaura, told Ridaura that he was going to let his father know that Ridaura was insubordinate by not following his instructions and blamed Ridaura for the increased cost of healthcare for Employer Defendants.

74. In attempt to improve treatment of workplace injuries, Ridaura herself implemented a weekly meeting to review workplace incidents with Human Resources and Safety Manager. Starting from 2024, David Scaroni began to involve himself in these meetings. Despite Ridaura's

efforts, injuries were still not properly reported, were reduced from severe to less severe or management sought to ignore Ridaura's concerns and/or complaints. Ridaura's complaints about this practice from 2024 through the date of her termination fell on deaf ears.

75. In mid 2025, Ridaura notified Steve Scaroni, David Scaroni, Matt Scaroni and Jennifer Schermerhorn that she had a recent call with the director of the California Office of Self-Insured Plans ("OSIP") regarding Employer Defendants' workers' compensation plan, the volume of claims and how claims were processed. In response, David Scaroni became irate and told Ridaura that she was not to have any interactions with OSIP. Ridaura was then precluded from joining Zoom calls to discuss workers' compensation claims.

76. These practices constitute violations of California Labor Code § 132a (prohibiting discrimination against employees who file or intend to file workers' compensation claims); the California Workers' Compensation Act (Cal. Labor Code §§ 3200 et seq.); applicable Cal-OSHA regulations; California Labor Code § 4600 (requiring reasonable medical treatment for injured workers) and the public policy of California protecting employees' rights to report workplace injuries free from coercion, intimidation, or retaliation.

77. Ridaura's objections regarding the injury suppression scheme were a substantial motivating factor in Employer Defendants' decision to demote her, strip her of authority, and ultimately terminate her employment.

D. Suppression of Ridaura's Further Complaints of Illegal Conduct

78. Ridaura repeatedly objected to Cross-Defendants' practices and raised concerns with Employer Defendants' owners and executives, including Steve Scaroni, Matt Scaroni and David Scaroni. Her objections were not remedied and the various illegal practices continued.

79. Throughout the last few years of Ridaura's employment, Steve Scaroni referenced his influence within local law enforcement and government, which Ridaura reasonably understood as discouraging her from reporting conduct by Cross-Defendants that she reasonably believed to be improper and/or illegal.

80. When Ridaura's objections, concerns and/or complaints of Cross-Defendants conduct continued, Ridaura consulted with or deferred to the opinion of Randy Finch, corporate counsel

for Employer-Defendants and one of the most trusted legal advisors of Steve Scaroni. Throughout her lengthy employment, Ridaura regularly communicated with Mr. Finch and representatives of the firm Finch Thornton & Baird LLP, including former partner Adam Witt. Ridaura understood that Mr. Finch and his firm had been providing legal services to Cross-Defendants for at least twenty years.

81. When Ridaura assumed a more significant leadership role with Employer Defendants, she was involved in several conversations with Mr. Finch, Mr. Witt and/or other members of Finch Thornton & Baird LLP. Such conversations covered a variety of topics and, toward the last few years of her employment, involved detailed conversations relating to conduct that Ridaura reasonably believed was either illegal or unethical. Ridaura, as Chief Operating Officer for Employer Defendants, received guidance from Mr. Finch and his firm relating to her concerns and Ridaura reasonably relied upon and deferred to the guidance and opinions provided by Mr. Finch and his firm.

82. Ridaura recalls several instances where she participated in calls and/or Zoom meetings in which Steve Scaroni would discuss strategies with Mr. Finch and would seek Mr. Finch's guidance in having H-2A workers that had been injured removed from contracts or otherwise induce such workers into voluntary resignations so that Employer Defendants were not liable for the wages owed on the contract for the employee. During these conversations, Ridaura reasonably believed the conduct engaged in by Cross-Defendants was either illegal, unethical or in violation of the H-2A requirements, including but not limited to those related to employer paid transportation to work sites, heat illness protections, workers' compensation protections and payment into State Disability Insurance (SDI) and/or State Unemployment Insurance (UI) for such workers. By inducing employees to resign when they were injured, Employer-Defendants were avoiding workers' compensation protections and tax-related payments into SDI and/or UI. Despite Ridaura's concerns on these subjects, Mr. Finch coordinated with Steve Scaroni on mechanisms and strategies to induce such workers to resign. Ridaura thus believed that Mr. Finch, as a licensed attorney, was more knowledgeable on the subject than she was and deferred to his guidance despite her own reasonable beliefs about the legal and ethical implications.

83. On another occasion, Ridaura was present on a call where Steve Scaroni, Matt Scaroni, David Scaroni and Mr. Finch were also present. Steve Scaroni was concerned about a competitor in the agricultural sector and sought guidance from Mr. Finch about filing a report with either state or federal agencies to have the competitor investigated for purported illegal conduct. Mr. Finch provided such guidance and recommendations.

84. Ridaura also specifically recalls a situation spanning almost a year from early to mid 2024 through early 2025 relating to Steve Scaroni purchasing the equity in Employer Defendants owned by his sister Linda Scaroni and their deceased brother Mike Scaroni. At the time, Linda Scaroni managed Scaroni Inc and Scaroni LLC and held an interest in Employer Defendants in her own capacity and that as trustee of the estate of Mike Scaroni. Ridaura was heavily involved in regular conversations with Mr. Finch and Steve Scaroni relating to Steve Scaroni's desire to buy out the equity controlled by Linda Scaroni and the estate of Mike Scaroni. Such discussions were regular in nature over the course of almost a year and included the purchase price of the interests held by Steve Scaroni's siblings, who would assume control of the interest once it was acquired and the funds used to purchase the interest held by the siblings. Ridaura recalls regular discussions and review of a spreadsheet pertaining to the valuation of various Employer Defendant entities. Prior to the acquisition being completed by Steve Scaroni, Ridaura was on a call with Steve Scaroni and Mr. Finch where Steve Scaroni was discussing the potential final acquisition price and when the topic of funding the acquisition arose, Steve Scaroni mentioned that if he did not have the personal funds to complete the purchase at the time, which Ridaura recalls being approximately $1,500,000, he would use funds from Valley Harvesting to do so. Ridaura reasonably believed that Steve Scaroni's use of funds from Valley Harvesting to complete a purchase of personal assets, without proper documentation, could be illegal in nature. Mr. Finch was present and provided guidance to Steve Scaroni during these discussions.

85. Mr. Finch and Mr. Witt also provided Ridaura and her associates with legal guidance and advice on personal matters, including an instance where Ridaura asked Mr. Finch and Mr. Witt for assistance in helping a colleague with a business dispute. To Ridaura's knowledge, Mr. Finch and Mr. Witt assisted Ridaura's colleague in handing a business dispute at Ridaura's request. Ridaura

also discussed personal issues with Mr. Finch, including those pertaining to Ridaura's daughter and Ridaura's future plans with Employer Defendants.

86. Ridaura was also subjected to intimidation that she reasonably understood as discouraging her from reporting illegal conduct because there were several times when Steve Scaroni disclosed to Ridaura that Matt Scaroni had become violent and physically attacked Steve Scaroni. On several occasions, Steve Scaroni told Ridaura explicitly that he was the only thing standing between her and Matt Scaroni. In addition, Steve Scaroni demanded that Ridaura not say anything to Matt Scaroni or David Scaroni about Employer Defendants monetary commitments and allowances to given to and promised to Ridaura over the years, and told her repeatedly from 2022 through 2026 that if she spoke up or she created problems for him with Matt Scaroni that it would "not go well" for her, or words along those lines.

87. On one specific occasion on or about October 31, 2025, Ridaura was on a Zoom call with Mr. Finch, Steve Scaroni and David Scaroni relating to discussions about removing Matt Scaroni from any interests in Employer Defendants because of his previously outbursts, volatility and threats toward his father and others. Ridaura was kicked off the Zoom by David Scaroni and a short time later she was contacted by Maria Mercado, a secretary of Employer Defendants because Matt Scaroni had heard about the plans and had become violent toward Steve Scaroni. Ridaura immediately contacted Mr. Finch on his cell phone (a number she had used regularly for direct communication with him over the years) and informed Mr. Finch of Matt Scaroni's violent outburst. Mr. Finch advised Ridaura to have Maria Mercado contact the police and file a report in order to document Matt Scaroni's conduct so it could be used to remove him from Employer Defendants.

88. Ridaura did as she was instructed and then received a call from Matt Scaroni directly. Matt Scaroni told Ridaura that he was the one with the Farm Labor Contractor (FLC) license, which was required to maintain a valid H-2A program for agricultural workers, and that if he was removed from Employer Defendants he would never allow it to be used by Employer Defendants again. When Matt Scaroni hung up, Ridaura contacted Mr. Finch again and raised her concerns about the violent outburst, and Matt Scaroni's comments about the FLC license. Ridaura also

notified Mr. Finch, in unequivocal terms, that she was fearful of Matt Scaroni and his threats because Steve Scaroni regularly told Ridaura that he was the only one keeping Matt Scaroni away from Ridaura. Mr. Finch not only provided guidance to Ridaura on this matter but advised her that he had documented her concern for her personal safety and related complaints.

E. Age Discrimination

89. During the last few years of Ridaura's employment with Employer Defendants, Ridaura began to be subjected to unwarranted and inappropriate comments about her age, her ability to perform her tasks and her "relevance" with Employer Defendants.

90. Steve Scaroni would pressure Ridaura about her future and use both direct and coded discriminatory language in an attempt to make Ridaura resign her position. From 2024 onward, Steve Scaroni would regularly comment to Ridaura saying: "aren't you tired", "what are you your plans now that you have a grandchild", "surely you must have future plans", "surely you want out", "you really need to figure out what you want do in the future", "you should consider something to do for the future", and related comments along the same lines.

91. The discriminatory comments became more direct in conversations where Matt Scaroni and David Scaroni were also present. On one occasion, Ridaura recalls Steve Scaroni, Matt Scaroni and David Scaroni talking to Ridaura about her future plans. Steve Scaroni then brought up an attorney who worked for Harvest Tek de Mexico and how that individual became "irrelevant with age". Matt Scaroni then commented in relation to Ridaura herself that "everyone becomes irrelevant with age."

92. Ridaura thereafter continued to be subjected to more direct discriminatory comments based on her age. During the course of general business meetings, the Scaronis would take turns asking Ridaura if she was "tired" and asking Ridaura what she had planned for future. Such comments and conduct occurred multiple times through 2025 and 2026.

F. Denial of Bonus, Further Adverse Actions, Demotion and Termination

93. In approximately December 2024, Steve Scaroni told Ridaura she would receive no year-end bonus, the first time this had occurred in more than a decade. The denial of Ridaura's bonus

occurred shortly after Ridaura had taken brief time off to care for her daughter during a medical emergency and after many prior months of comments about Ridaura's age.

94. In October 2025, Steve Scaroni explicitly ordered Ridaura that she was not permitted to take time off for sick leave or to attend medical appointments, telling Ridaura that if she already had scheduled medical appointments, she was to cancel them and reschedule for "sometime next year… of course, unless you are dying." Ridaura's work was simultaneously subjected to increased scrutiny, and she was held to standards not consistently applied to other employees.

95. On March 31, 2026, Ridaura was informed that effective May 1, 2026, her title of Chief Operating Officer would be eliminated. Ridaura was further advised she would become a Project Manager, working three days per week, at $60,000 per year, with no benefits, and would have until June 30, 2026 to obtain her own health insurance. The stated reason for the demotion—that she was the highest-paid person in the county and younger employees needed the money—was pretextual and constitutes direct evidence of age-based discriminatory animus.

96. The demotion came after 18 months of Ridaura being targeted with age-related comments by Steve Scaroni, Matt Scaroni and David Scaroni, after Ridaura had raised concerns about illegal practices associated with Employer Defendants' circumventing import/export requirements and disclosures associated with using unapproved chemicals on organic produce, and after months of Ridaura objecting to illegal workers' compensation practices and seeking to implement new practices for tracking and reporting of injuries.

97. On April 6 2026, Steve Scaroni, David Scaroni, and the Employer Defendants in-house counsel Jennifer Schermerhorn convened a Zoom meeting with Ridaura. Because Ridaura could not produce written documentation of oral agreements that Steve Scaroni himself had made regarding bonus compensation, business equity interests, and the promised condominium, all of her direct reports were stripped from her, and she was prohibited from speaking to anyone with Employer Defendants except the Scaroni family members and Ms. Schermerhorn. Steve Scaroni then told Ridaura she could resolve the matter the "easy way" or the "hard way." The "easy way" required her to voluntarily sign over her interest in AgData; provide a full accounting of every payment she had ever authorized in the last thirty (30) years; and hand over documentation for her

deferred compensation plan. Ridaura was unwilling to concede to either the demotion or Employer Defendants' coercive efforts to strip her of her title, compensation and ancillary benefits.

98. On April 7, 2026, Ms. Schermerhorn sent Ridaura a DocuSign document, which Ridaura believes was done at the request and direction of Steve Scaroni, purporting to transfer all of Ridaura's rights and interests to Steve Scaroni and Valley Harvesting & Packing, Inc. The document was three sentences long, provided no consideration, contained no description of what rights or interests were being sacrificed, and offered no explanation. When Ridaura asked what she was signing away, Ms. Schermerhorn told her to review it and sign it. Ridaura refused.

99. On April 9, 2026, Ridaura, through counsel, sent a formal letter of representation to Ms. Schermerhorn, directing all communications through Ridaura's counsel, issuing a litigation hold, and making clear that Ridaura would not be signing any documents without legal review. Within hours of the letter being sent via email, Steve Scaroni called Ridaura and left a voicemail terminating her employment. Ridaura was terminated within hours of Employer Defendants receiving notice that she had retained counsel to advise her as to her legal rights. The temporal proximity between Ridaura's retention of counsel and her termination—less than five hours—gives rise to a compelling inference of retaliatory intent.

100. Ridaura filed timely charges for retaliation, age discrimination, whistleblower retaliation, wrongful termination and related causes of action against Cross-Defendants with the California Civil Rights Department. Ridaura received notices of her right to sue in a California Superior Court, true and correct copies of which are attached hereto as Exhibit A, and has therefore exhausted her administrative remedies.

FIRST CAUSE OF ACTION

WHISTLEBLOWER RETALIATION

[Cal. Labor Code §§ 98.6 and 1102.5

Against Employer-Defendants and Does 1 to 25]

101. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

102. California Labor Code § 1102.5(b) provides that an employer shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

103. California Labor Code § 98.6 likewise provides that an employer shall not discriminate, retaliate or taky any adverse employment action against an employee engaged in protected activity, has made an oral or written complaint or because the employee exercised rights on behalf of themselves or others.

104. At all times relevant herein, Ridaura was an employee of Employer Defendants.

105. Ridaura disclosed information to Employer Defendants and/or persons with authority over Ridaura, and engaged in conduct she reasonably believed to constitute protected disclosures and objections, regarding Employer Defendants' illegal agrochemical smuggling scheme in its Mexico farming operations, including the use of unapproved chemicals in produce destined for the United States market and Employer Defendants' systematic suppression of workplace injury treatment and reporting.

106. Ridaura reasonably believed that the practices she identified constituted violations of federal and state statutes and regulations. Such statutes and regulations include but are not limited to: the Federal Food, Drug, and Cosmetic Act; FIFRA; the Organic Foods Production Act; applicable USDA regulations; applicable state and federal agrochemical import/export regulations; 18 U.S.C. § 1001; California Labor Code §§ 132a; the California Workers' Compensation Act (Cal. Labor Code § 3200 et seq.); applicable Cal-OSHA regulations; California Labor Code § 4600; and related federal and state statutes and regulations.

107. Ridaura's disclosures, objections and/or internal complaints regarding each of the foregoing unlawful practices were substantial motivating factors in Cross-Defendants' decision to

retaliate against her, including through demotion, stripping of authority and direct reports, denial of compensation and benefits, and ultimately termination of her employment.

108. As a direct, foreseeable, and proximate result of Cross-Defendants' conduct, Ridaura has sustained and continues to sustain substantial losses in earnings, employment benefits, and employment opportunities, and has suffered other economic and non-economic losses in an amount to be determined at time of trial.

109. In addition to such other damages as may properly be recovered herein, Ridaura is entitled to a $10,000 penalty for each violation of Cal. Labor Code § 1102.5, pursuant to Cal. Labor Code § 1102.5(f), and attorney fees pursuant to Cal. Code Civ. Proc. § 1021.5. Ridaura is also entitled to damages pursuant to Cal. Labor Code §§ 96 and 98.6, including but not limited to damages for misrepresentation, lost wages and related damages.

110. Cross-Defendants committed the acts alleged herein maliciously, oppressively and with the wrongful intention of injuring Ridaura, from a willful improper motive amounting to malice, and in conscious disregard of Ridaura's rights and for the deleterious consequences of Cross-Defendants' actions. Cross-Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and ratified the unlawful conduct. Ridaura is thus entitled to recover punitive damages from Cross-Defendants in an amount according to proof.

SECOND CAUSE OF ACTION

AGE DISCRIMINATION

[Cal. Gov't Code § 12940(a)

Against Employer-Defendants and Does 1 to 25]

111. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

112. Ridaura is over the age of 40. Cross-Defendants subjected Ridaura to adverse employment actions at least in part because of her age. The stated reason for her demotion—that younger employees needed the money—constitutes direct evidence of age-based animus. In the last several years of her employment, Cross-Defendants made direct age-related comments to Ridaura and, encouraged her to resign. Cross-Defendants then demoted Ridaura and ultimately terminated her

employment. Younger, less experienced employees were provided more favorable terms and conditions of employment, including receiving bonuses when Ridaura's bonus was denied. Ridaura's age was a substantial motivating factor in Cross-Defendants' conduct.

113. As a direct, foreseeable, and proximate result of Cross-Defendants' conduct, Ridaura has sustained and continues to sustain substantial losses in earnings, employment benefits, and employment opportunities, and has suffered other economic and non-economic losses in an amount to be determined at time of trial.

114. Cross-Defendants committed the acts alleged herein maliciously, oppressively and with the wrongful intention of injuring Ridaura, from a willful improper motive amounting to malice, and in conscious disregard of Ridaura's rights and for the deleterious consequences of Cross-Defendants' actions. Cross-Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and ratified the unlawful conduct. Ridaura is thus entitled to recover punitive damages from Cross-Defendants in an amount according to proof.

115. As a result of Cross-Defendants' discriminatory acts as alleged herein, Ridaura is entitled reasonable attorneys' fees and costs of suit as provided by Cal. Gov't Code § 12965(b).

THIRD CAUSE OF ACTION

RETALIATION

[Cal. Gov't Code § 12940(h)

Against Employer-Defendants and Does 1 to 25]

116. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

117. At all times herein material, Cross-Defendants, and its agents and/or employees, retaliated against Ridaura by adversely affecting Ridaura's employment after Ridaura objected to and/or refused to consent to Cross-Defendants' unlawful conduct in violation of Cal. Gov't. Code § 12940(h). This is especially true in that Ridaura objected to and refused to consent Cross-Defendants' age-based discrimination.

118. Cross-Defendants retaliated against Ridaura for engaging in such protected activity by demoting her, stripping her of authority, denying her bonus, increasing scrutiny of her work, and ultimately terminating her employment.

119. Ridaura's protected activity was a substantial motivating factor in Cross-Defendants' retaliatory conduct.

120. As a direct, foreseeable, and proximate result of Cross-Defendants' conduct, Ridaura has sustained and continues to sustain substantial losses in earnings, employment benefits, and employment opportunities, and has suffered other economic and non-economic losses in an amount to be determined at time of trial.

121. Cross-Defendants committed the acts alleged herein maliciously, oppressively and with the wrongful intention of injuring Ridaura, from a willful improper motive amounting to malice, and in conscious disregard of Ridaura's rights and for the deleterious consequences of Cross-Defendants' actions. Cross-Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and ratified the unlawful conduct. Ridaura is thus entitled to recover punitive damages from Cross-Defendants in an amount according to proof.

122. As a result of Cross-Defendants' discriminatory acts as alleged herein, Ridaura is entitled reasonable attorneys' fees and costs of suit as provided by Cal. Gov't Code § 12965(b).

FOURTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

[Against Employer-Defendants and Does 1 to 25]

123. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

124. At all times relevant herein, Ridaura was an employee of Employer Defendants.

125. Cross-Defendants discriminated against Ridaura based on her age, retaliated against Ridaura for objecting to and/or failing to consent to Cross-Defendants unlawful conduct, demoted Ridaura and ultimately terminated Ridaura as a result of Ridaura's refusal to resign because of her age and/or Ridaura engaging in protected activity as alleged herein.

126. Through the conduct alleged above, Cross-Defendants, and each of them, tortiously and wrongfully terminated Ridaura in violation of the public policies of the State of California which prohibit employers from discriminating against employees on the basis of age and/or for retaliating against employees for objecting to and/or reporting unlawful conduct. These policies are expressed, in part, in the California Fair Employment and Housing Act, the California Labor Code, California statutes and decisions of the California judiciary.

127. The conduct and acts of Cross-Defendants, and its officers, managing agents, and/or supervisors, were carried out with the intent to terminate Ridaura against her will.

128. As a direct, foreseeable, and proximate result of Cross-Defendants' conduct, Ridaura has sustained and continues to sustain substantial losses in earnings, employment benefits, and employment opportunities, and has suffered other economic and non-economic losses in an amount to be determined at time of trial.

129. Cross-Defendants committed the acts alleged herein maliciously, oppressively and with the wrongful intention of injuring Ridaura, from a willful improper motive amounting to malice, and in conscious disregard of Ridaura's rights and for the deleterious consequences of Cross-Defendants' actions. Cross-Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and ratified the unlawful conduct. Ridaura is thus entitled to recover punitive damages from Cross-Defendants in an amount according to proof.

130. As a result of Cross-Defendants' discriminatory acts as alleged herein, Ridaura is entitled reasonable attorneys' fees and costs of suit as provided by Cal. Gov't Code § 12965(b).

FIFTH CAUSE OF ACTION

BREACH OF ORAL CONTRACT AND PROMISSORY ESTOPPEL

[Against Employer-Defendants, Defendant Steve Scaroni and Does 1 to 25]

131. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

132. Steve Scaroni, on behalf of himself and Employer Defendants, made repeated and clear representations to Ridaura that: (a) her loyalty and work would be rewarded with a share of ownership proceeds upon the sale of Valley Harvesting; (b) that she had an equity stake in AgData;

(c) he would gift her a condominium in Liberty Station valued at approximately $1.4 million, unconditionally and independent of any equity event; and (d) she would receive an annual deferred compensation contribution of $20,000 and supplemental health insurance for her family. These representations constituted enforceable oral promises and/or gave rise to promissory estoppel.

133. Ridaura reasonably and justifiably relied upon these representations in continuing her employment with the Employer Defendants, assuming executive-level responsibilities without additional compensation, foregoing other career opportunities, and remaining loyal to Employer Defendants for nearly thirty years. Such reliance was to her detriment.

134. Cross-Defendants breached these agreements and/or promises by failing to deliver on any of the foregoing representations, and by instead stripping Ridaura of her role, benefits, and compensation and terminating her employment. As a proximate result, Ridaura has suffered damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

[Against All Cross-Defendants]

135. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

136. As described above, Cross-Defendants and/or its agents and employees engaged in outrageous conduct towards Ridaura which went outside the normal employment relationship, with the intention to cause, or with reckless disregard for the probability of causing, Ridaura to suffer severe physical and emotional distress.

137. As a direct, foreseeable, and proximate result of Cross-Defendants' conduct, Ridaura has sustained and continues to sustain substantial losses in earnings, employment benefits, and employment opportunities, and has suffered other economic and non-economic losses in an amount to be determined at time of trial.

138. Cross-Defendants committed the acts alleged herein maliciously, oppressively and with the wrongful intention of injuring Ridaura, from a willful improper motive amounting to malice, and in conscious disregard of Ridaura's rights and for the deleterious consequences of Cross-

Defendants' actions. Cross-Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and ratified the unlawful conduct. Ridaura is thus entitled to recover punitive damages from Cross-Defendants in an amount according to proof.

SEVENTH CAUSE OF ACTION

INDEMNITY

[Cal. Labor Code § 2802

Against Employer-Defendants and Does 1 to 25]

139. Ridaura re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

140. At all times relevant, Ridaura was an employee of Employer Defendants and subject to the protections of the California Labor Code, California Government Code, related statutes and applicable case law.

141. As described above, Employer Defendants and/or its agents, officers, directors and/or employees demanded that Ridaura voluntarily sign over her interest in AgData; provide a full accounting of every payment she had ever authorized in the last thirty (30) years; and hand over documentation for her deferred compensation plan. When Ridaura refused to do so, Ridaura is informed and believes that Employer Defendants, at the direction of Randy Finch, transferred AgData employees and assets away from AgData to other Employer Defendants, leaving Ridaura responsible for the liabilities associated with AgData but without any of the benefits such as employees, clients, vendors or contracts. Employer Defendants conduct leaves Ridaura liable for accruing debts, taxes and related liabilities but no access to AgData, thus providing Employer Defendants with the benefits and revenue associated with operating AgData without any of the liabilities associated with owning and operating a business.

142. Moreover, as discussed herein, Steve Scaroni also directed Ridaura to run expenses through Employer Defendants as a form of purported additional compensation/bonus in order to address the fact that Ridaura was working for various entities without additional compensation and to reduce Employer Defendants tax burden. Steve Scaroni also regularly sought to compensate Ridaura "off the books" to reduce Employer Defendants tax liabilities. At the same time, Steve

Scaroni, Matt Scaroni and David Scaroni ran their own personal expenses through the Employer Defendants in order to minimize or reduce payroll taxes and personal tax liabilities.

143. Pursuant to Labor Code Section 2802, an employer is required to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties, or based on the employee's obedience to the directions of the employer, even though unlawful.

144. As a result of Employer Defendants conduct Ridaura has suffered damages in an amount to be determined at trial, including but not limited to disgorgement, civil penalties pursuant to Labor Code Section 2802 et seq., interest and attorneys fees.

145.

PRAYER FOR RELIEF

WHEREFORE, Defendant and Cross-Complainant, LETICIA RIDAURA, prays for judgment against Plaintiffs and Cross-Defendants as follows:

ON THE FIRST CAUSE OF ACTION:

1. For compensatory damages, including loss of wages, promotional opportunities, benefits, deferred compensation, promised equity and property interests, and other opportunities of employment, according to proof;
2. For special damages in an amount according to proof;
3. For general damages for mental and emotional distress;
4. For back pay, front pay, and other monetary relief;
5. For punitive damages in an amount necessary to make an example of and to punish Cross-Defendants, and to deter future similar misconduct, including pursuant to California Civil Code § 3294;
6. For statutory penalties, including those available under California Labor Code §§ 98.6, 1102.5(f) and 132a;

7. For costs of suit, including attorney fees as permitted by law, including those available Cal. Code Civ. Proc. § 1021.5;

ON THE SECOND AND THIRD CAUSES OF ACTION:

8. For compensatory damages, including loss of wages, promotional opportunities, benefits, deferred compensation, promised equity and property interests, and other opportunities of employment, according to proof;
9. For special damages in an amount according to proof;
10. For general damages for mental and emotional distress;
11. For back pay, front pay, and other monetary relief;
12. For punitive damages in an amount necessary to make an example of and to punish Cross-Defendants, and to deter future similar misconduct, including pursuant to California Civil Code § 3294;
13. For costs of suit, including attorney fees as permitted by law;
14. For an award of interest, including prejudgment interest, at the legal rate as permitted by law;

ON THE FOURTH AND SIXTH CAUSES OF ACTION:

15. For special damages in an amount according to proof;
16. For general damages for mental and emotional distress;
17. For punitive damages in an amount necessary to make an example of and to punish Cross-Defendants, and to deter future similar misconduct, including pursuant to California Civil Code § 3294;

ON THE FIFTH CAUSE OF ACTION:

18. For special damages in an amount according to proof;
19. For general damages for mental and emotional distress;
20. For specific performance on the oral promises as permitted by law;

21. For an award of interest, including prejudgment interest, at the legal rate as permitted by law;

ON THE SEVENTH CAUSE OF ACTION:

22. For indemnification for all losses incurred, including but not limited to necessary expenditures, reasonable costs, and attorneys' fees, plus interest;

23. For special damages in an amount according to proof;

24. For disgorgement of profits in an amount according to proof;

25. For statutory penalties, including those available under California Labor Code §§ 1197.1 and 2802;

26. For such other and further relief, including but not limited to a citation against Employer Defendants for violation of Labor Code Section 2802

ON ALL CAUSES OF ACTION:

27. For costs of suit incurred herein;

28. For prejudgment interest according to law;

29. For declaratory and injunctive relief as appropriate; and

30. For such other and further relief as the Court deems proper and just under all the circumstances.

DEMAND FOR JURY TRIAL

Cross-Complainant LETICIA RIDAURA demands a jury trial on all issues in this case.

Dated: August 6, 2026

HANNEMANN LAW FIRM, APC
BROSLAVSKY & WEINMAN, LLP

Brian G. Hannemann, Esq.
Attorneys for Cross-Complainant

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 3, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202608-36509203
Right to Sue: Ridaura / Valley Harvesting & Packing, Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 3, 2026

Leticia Ridaura
c/o Broslavsky & Weinman LLP
2321 Rosecrans Ave., Suite 5200, CA 90245

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202608-36509203
Right to Sue: Ridaura / Valley Harvesting & Packing, Inc. et al.

Dear Leticia Ridaura:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 3, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Civil Rights Department
KEVIN KISH, DIRECTOR
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Leticia Ridaura CRD No. 202608-36509203
Complainant,
vs.

Valley Harvesting & Packing, Inc.
101 East Main Street
Heber, CA 92249

Fresh Harvest, Inc.
17815 South Highway 95
Somerton, AZ 85350

AgData Services, Inc.
101 East Main Street
Heber, CA 92249

Say When Transportation LLC
101 East Main Street
Heber, CA 92249

Scaroni Properties, Inc.
101 East Main Street
Heber, CA 92249

Alpha Site Logistics
101 East Main Street
Heber, CA 92249

Latitude 42 Farms LLC
101 East Main Street
Heber, CA 92249

SMD Logistics
17815 South Highway 95
Somerton, AZ 85350

AgData Global LLC
17815 South Highway 95

Somerton, AZ 85350

Harvest Tek, Inc.
101 East Main Street
Heber, CA 92249

SBMD Properties, LLC
101 East Main Street
Heber, CA 92249

Respondents

1. Respondent **Valley Harvesting & Packing, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Fresh Harvest, Inc.** business as Co-Respondent(s).
Complainant is naming **AgData Services, Inc.** business as Co-Respondent(s).
Complainant is naming **Say When Transportation LLC** business as Co-Respondent(s).
Complainant is naming **Scaroni Properties, Inc.** business as Co-Respondent(s).
Complainant is naming **Alpha Site Logistics** business as Co-Respondent(s).
Complainant is naming **Latitude 42 Farms LLC** business as Co-Respondent(s).
Complainant is naming **SMD Logistics** business as Co-Respondent(s).
Complainant is naming **AgData Global LLC** business as Co-Respondent(s).
Complainant is naming **Harvest Tek, Inc.** business as Co-Respondent(s).
Complainant is naming **SBMD Properties, LLC** business as Co-Respondent(s).

3. Complainant **Leticia Ridaura**, resides in the City of **2321 Rosecrans Ave., Suite 5200,** State of **CA.**

4. Complainant alleges that on or about **August 3, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's age (40 and over), other.

Complainant was discriminated against because of complainant's age (40 and over), other and as a result of the discrimination was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, denied equal pay, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, denied equal pay, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

Additional Complaint Details: Over the last few years of Plaintiff's more than twenty (20) years of service with Defendants, Plaintiff was subjected to comments about her age, her willingness to retire or move on from the company and otherwise sought to be forced out. Plaintiff also complained about illegal conduct to Defendants and was subjected to retaliation for raising her complaints, including having duties removed, being asked to resign, having her salary reduced and ultimately terminated. Plaintiff believes that she was terminated by Defendants due to her complaints of illegal conduct, her unwillingness to cooperate in violations of multiple laws engaged in by Defendants and due to her age.

VERIFICATION

I, **Zack Broslavsky**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On August 3, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

El Segundo, CA

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 3, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202608-36510103
Right to Sue: Ridaura / Scaroni Properties, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 3, 2026

Leticia Ridaura
c/o Broslavsky & Weinman LLP 2321 Rosecrans Ave.
El Segundo, CA 90245

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202608-36510103
Right to Sue: Ridaura / Scaroni Properties, LLC et al.

Dear Leticia Ridaura:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 3, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Leticia Ridaura CRD No. 202608-36510103

Complainant,

vs.

Scaroni Properties, LLC
101 East Main Street
Heber, CA 92249

Steve Scaroni
101 East Main Street
Heber, CA 92249

Matt Scaroni
101 East Main Stret
Heber, CA 92249

David Scaroni
101 East Main Street
Heber, CA 92249

Respondents

---

1. Respondent **Scaroni Properties, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Steve Scaroni** individual as Co-Respondent(s).
Complainant is naming **Matt Scaroni** individual as Co-Respondent(s).
Complainant is naming **David Scaroni** individual as Co-Respondent(s).

3. Complainant **Leticia Ridaura**, resides in the City of **El Segundo,** State of **CA.**

4. Complainant alleges that on or about **August 3, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's age (40 and over), other.

Complainant was discriminated against because of complainant's age (40 and over), other and as a result of the discrimination was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, denied equal pay, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, denied equal pay, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

Additional Complaint Details: Over the last few years of Plaintiff's more than twenty (20) years of service with Defendants, Plaintiff was subjected to comments about her age, her willingness to retire or move on from the company and otherwise sought to be forced out. Plaintiff also complained about illegal conduct to Defendants and was subjected to retaliation for raising concerns including having duties removed, being asked to resign, having her salary reduced and ultimately terminated. Plaintiff believes that she was terminated by Defendants due to her complaints of illegal conduct, her unwillingness to cooperate in violations of multiple laws engaged in by Defendants and due to her age.

VERIFICATION

I, **Zack Broslavsky**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On August 3, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

El Segondo, CA

PROOF OF SERVICE

(Code of Civil Procedure §§ 1013, 1013a, 2015.5; Cal. Rules of Court, Rule 2.251)

I, Brian G. Hannemann, declare as follows:

1. I am employed in the County of San Bernardino, State of California, am over the age of eighteen years, and am not a party to the within action. My business address is 1042 N. Mountain Ave., Suite B-222, Upland, CA 91786.

2. On August 6, 2026 I served the following document(s) described as:

Cross-Complaint, Summons and Addl Parties Attach Form on X-Compl, GN-04-Info

on the interested party(ies) in this action by placing ☑ the original ☐ a true copy thereof enclosed in a sealed envelope/transmission addressed as follows:

P. Randolph Finch, Jr., Esq. Finch, Thornton & Baird, LLP 4747 Executive Drive, Suite 700 San Diego, CA 92121 Email: pfinch@ftblaw.com *Representing: Plaintiffs:*	VALLEY HARVESTING & PACKING, INC., a California Corporation; FRESH HARVEST, INC., an Arizona Corporation; AGDATA SERVICES, INC., a California Corporation; ALPHA SITE LOGISTICS, a California Corporation; LATITUDE 42 FARMS, LLC, an Idaho Limited Liability Company; SAY WHEN TRANSPORTATION, LLC, a Delaware Limited Liability Company; and SMD LOGISTICS, an Arizona Corporation

3. **METHOD OF SERVICE — check all that apply:**

☐ **BY U.S. MAIL (CCP § 1013(a))**

I deposited such envelope in the mail at Upland, California, with postage fully prepaid.

☑ **BY ELECTRONIC SERVICE (CRC Rule 2.251; CCP § 1010.6)**

I caused the document(s) to be transmitted electronically. The sending address is: bghesq@gmail.com

☐ **BY OVERNIGHT MAIL / EXPRESS MAIL (CCP § 1013(c)-(d))**

I deposited such envelope with an overnight courier or delivery service with fees prepaid.

☐ **BY PERSONAL SERVICE (CCP § 1011)**

I personally delivered such envelope to the offices of the addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 6, 2026 at Upland, California.

Brian G. Hannemann, Esq.

Brian G. Hannemann

HANNEMANN LAW FIRM
A Professional Corporation