

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CIVIL CASE NO: 7:26-cv-190

FERNANDO JAVIER RODRIGUEZ LUNA, <i>on</i>)
<i>behalf of himself and all other similarly situated</i>)
<i>persons,</i>)
)
Plaintiff,)
v.)
)
ALVINO AVILEZ CASTANEDA, d/b/a)
ALVINO AVILEZ CONTRACTOR, AVILEZ &)
SONS HARVESTING, LLC, and JACKSON'S)
FARMING COMPANY OF AUTRYVILLE,)
)
Defendants.)
_____)

PRELIMINARY STATEMENT

1. Plaintiff Fernando Javier Rodríguez Luna, a migrant farmworker, brings this action on behalf of himself and all other similarly situated employees against the individuals and entities who employed him and similarly situated workers in North Carolina. Plaintiff and his co-workers worked at Jackson’s Farming Company of Autryville pursuant to temporary foreign worker visas, called H-2A visas. First-time employees were charged an illegal recruitment fee to be put on the list to work for Defendants Alvino Avilez and Avilez & Sons Harvesting, LLC (“Avilez Defendants”), and all employees were charged fees throughout their travel to the U.S. Once the employees arrived in North Carolina, the Avilez Defendants confiscated their passports and Social Security cards with the explicit goal of keeping them from leaving their employment. Rodriguez Luna and his co-workers also experienced a number of wage violations while working in North

Carolina. Rodríguez Luna and his co-workers were not timely reimbursed for the costs of their visas, travel to and from North Carolina, or associated costs, as required by the H-2A visa program. Defendants did not pay workers at the promised H-2A wage rate, and they created false payroll records purporting to show that the workers were properly paid. The Avilez Defendants also deducted money from the workers' pay for their Social Security cards. When Plaintiff Rodríguez Luna suffered a work-related injury, Defendants sent him back to Mexico and did not give him his final paycheck.

2. Plaintiff brings this action to assert claims against Defendants Alvino Avilez (d/b/a Alvino Avilez Contractor) and Avilez & Sons Harvesting, LLC under the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. §§ 1581, *et seq.* (TVPRA) and the North Carolina Human Trafficking Law, N.C. Gen. Stat. § 14-43.18, *et seq.*, as well as claims against all Defendants under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.*, the North Carolina Wage and Hour Act (NCWHA), N.C. Gen. Stat. § 95-25.1, *et seq.*, and North Carolina common law.

3. Plaintiff seeks back wages, liquidated and punitive damages, contract damages, declaratory and injunctive relief, pre- and post-judgment interest, costs of the action, attorneys' fees, and other appropriate relief to make himself and other similarly situated employees whole for damages suffered due to the Defendants' violations of law.

JURISDICTION

4. This Court has jurisdiction over this matter pursuant to:
- a. 28 U.S.C. § 1331 (Federal Question);
 - b. 28 U.S.C. § 1337 (Interstate Commerce);

- c. 18 U.S.C. § 1595(a) (TVPRA);
- d. 29 U.S.C. § 216(b) (FLSA); and
- e. 28 U.S.C. § 1367 (Supplemental Jurisdiction).

5. This Court has supplemental jurisdiction over the state law claims because they are so related to Plaintiff's TVPRA and FLSA claims that they form part of the same case or controversy under Article III, Section 2 of the U.S. Constitution.

6. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

7. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c) because, at all times relevant to this Complaint, regular and substantial business activities of all Defendants occurred in Sampson County and surrounding counties in North Carolina, and a substantial part of the events or omissions giving rise to the Plaintiff's claims were committed within the jurisdiction of the Eastern District of North Carolina.

PARTIES

Named Plaintiff

8. Plaintiff Fernando Javier Rodríguez Luna is a citizen of Mexico who was admitted to the U.S. on a temporary basis with a visa pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(a) (the "H-2A Program") to perform agricultural labor for Defendants in 2024 and 2025.

9. Defendants employed Plaintiff to perform agricultural and related work for them in or around Duplin and Sampson counties, North Carolina, within the meaning of 29 U.S.C. §§ 203(d) and 203(g), N.C. Gen. Stat. §§ 95-25.2(3) and 95-25.2(5), and 20 C.F.R. §§ 655.103(b) and 655.1300(c), and jointly employed him within the meaning of 29 C.F.R. § 791.2.

10. At all times relevant to this Complaint, Plaintiff was engaged in commerce or in the production of goods for commerce, or was employed in an enterprise engaged in commerce or in the production of goods for interstate commerce, within the meaning of 29 U.S.C. § 203(s)(1)(A) of the FLSA.

11. Plaintiff and most, if not all, members of the putative FLSA Collectives and Classes fluently speak and/or read languages other than English, and do not fluently speak/and or read English.

Defendants

12. Defendant Alvino Avilez Castaneda (“Avilez”) is a natural person who at times has done business as “Alvino Avilez Contractor.”

13. Alvino Avilez Contractor’s business address is 174 Cousin Fannie Road, Faison, NC 28341.

14. Alvino Avilez Castaneda’s home address is 174 Cousin Fannie Road, Faison, NC 28341.

15. At all times relevant to this action, Defendant Avilez operated and/or operates as a farm labor contractor, which means he contracts with agricultural entities to supply them with labor. Defendant Avilez does not operate his own farm in North Carolina.

16. Upon information and belief, at all times relevant to this action, Defendant Avilez exercised, and/or exercises, the authority to direct, control, and/or supervise the work of the named Plaintiff and members of the proposed collective and class actions.

17. At all times relevant to this Complaint, Defendant Avilez was an employer of H-2A workers, including the Plaintiff and the members of the putative FLSA Collectives and the

putative Classes, as that term is defined in and by the H-2A regulations, 20 C.F.R. § 655.103(b); the FLSA, 29 U.S.C. § 203(d); and the NCWHA, N.C. Gen. Stat. § 95-25.2(5).

18. At all times relevant to this Complaint, Defendant Avilez d/b/a Alvino Avilez Contractor was an enterprise “engaged in commerce or in the production of goods for commerce” within the scope and meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A).

19. At all times relevant to this Complaint, Defendant Avilez d/b/a Alvino Avilez Contractor had an annual gross volume of sales made or business done of not less than \$500,000 exclusive of excise taxes at the retail level that were separately stated.

20. Defendant Avilez & Sons Harvesting, LLC (“Avilez & Sons”) is a limited liability company organized under the laws of the state of North Carolina in March of 2025. Alvino Avilez Castaneda is the sole Member/Organizer of Avilez & Sons. The street address for Avilez & Sons is 174 Cousin Fannie Rd., Faison, NC 28341.

21. Upon information and belief, Avilez & Sons is a continuation of Alvino Avilez Contractor.

22. GM Multi Service Express LLC, 2066 W. NC 403 Hwy, Faison, NC 28341-8526 is the registered agent for Avilez & Sons.

23. Starting in 2025, Defendant Avilez & Sons was an employer of H-2A workers, as that term is defined in and by the H-2A regulations, 20 C.F.R. § 655.103(b); the FLSA, 29 U.S.C. § 203(d); and the NCWHA, N.C. Gen. Stat. § 95-25.2(5).

24. Defendant Avilez & Sons was an enterprise “engaged in commerce or in the production of goods for commerce” within the scope and meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A).

25. Upon information and belief, in 2025, Defendant Avilez & Sons had an annual gross volume of sales made or business done of not less than \$500,000 exclusive of excise taxes at the retail level that were separately stated.

26. Upon information and belief, at all times relevant to this Complaint, Omar Avilez was an agent acting on behalf of the Avilez Defendants.

27. Upon information and belief, Omar Avilez acted at all relevant times with authorization from and at the behest of the Avilez Defendants.

28. The Avilez Defendants operated through additional agents who, upon information and belief, acted with authorization and at the behest of the Avilez Defendants.

29. Defendant Jackson Farming Company of Autryville (“JFC”), also known as Jackson Farming Company, is a corporation first organized under the laws of the state of North Carolina in 1981 and located at 2905 Ernest Williams Road, Autryville, NC 28318.

30. William Brent Jackson, who goes by Brent Jackson, is the registered agent for Defendant JFC and the Chairman of JFC’s Board.

31. William Rodney Jackson (“Jackson” or “Rodney Jackson”) is the President of JFC. Since 2010, Rodney Jackson has been managing all of JFC’s farm operations. He became President and CEO of JFC in 2017.

32. At all times relevant to this Complaint, Defendant JFC was and is an employer of H-2A workers, including the Plaintiff and the members of the putative FLSA Collectives and the putative Classes, as that term is defined in and by the FLSA, 29 U.S.C. § 203(d), and the NCWHA, N.C. Gen. Stat. § 95-25.2(5).

33. At all times relevant to this Complaint, Defendant JFC was an enterprise “engaged in commerce or in the production of goods for commerce” within the scope and meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A).

34. Upon information and belief, during each calendar year falling in the four-year period immediately preceding the date on which this action was filed, Defendant JFC had an annual gross volume of sales made or business done of not less than \$500,000 exclusive of excise taxes at the retail level that were separately stated.

35. During each calendar year falling in the four-year time period immediately preceding the date on which this action was filed, one or more employees of JFC, including the Plaintiff, handled goods or equipment that had moved in interstate commerce within the meaning of 29 U.S.C. § 203(s)(1)(A).

FACTUAL ALLEGATIONS

The H-2A Program

36. The H-2A visa program allows agricultural employers in the United States to recruit foreign workers to perform agricultural labor of a temporary nature if the U.S. Department of Labor (“USDOL”) certifies that (1) there are insufficient available workers within the United States to perform the job; and (2) the employment of foreign workers will not adversely affect the wages and working conditions of similarly situated U.S. workers. Foreign workers admitted under this program are commonly known as “H-2A workers.” 8 U.S.C. § 1188(a)(15)(H)(ii)(a); 20 C.F.R. §§ 653.500, 655.135(c), 655.103.

37. The H-2A regulations set the minimum benefits, wages, and working conditions that the employer must offer to avoid an adverse effect upon U.S. workers. 20 C.F.R. §§ 655.0(a)(2), 655.122, 655.135.

38. In order to receive certification to employ H-2A workers, an agricultural employer must first submit a clearance order, also known as a job order (Form ETA-790/790A), to the local State Workforce Agency (in this case, the North Carolina Division of Employment Security) to be used for recruiting U.S. workers. 20 C.F.R. §§ 655.121(e); 655.143.

39. The job order must contain all the material terms and conditions of employment being offered by that agricultural employer and must comply with applicable regulations for the recruitment of both U.S. and H-2A workers. 20 C.F.R. §§ 655.121(a)(4); 655.122; 653.501.

40. The next step is for an agricultural employer to submit an Application for Temporary Employment Certification (Form ETA 9142A) to USDOL's National Processing Center. Once USDOL certifies the employer's application, they are authorized to employ H-2A workers. 20 C.F.R. § 655.121(a); 655.130.

41. Employers seeking to employ H-2A workers must agree to abide by all the requirements contained in the H-2A regulations. 20 CFR Part 655, Subpart B.

42. One such requirement is that H-2A employers must pay H-2A workers at least the Adverse Effect Wage Rate ("AEWR"), a minimum hourly rate for work performed, for all hours worked. 20 C.F.R. §§ 655.120(a)(1); 655.122(l). If the worker is paid on a piece rate basis and the piece rate earnings at the end of the pay period are less than what the worker should have been paid at the AEWR for all hours worked, the workers' pay must be supplemented to bring them up to the AEWR. 20 C.F.R. § 655.122(l)(2).

43. The AEWR for North Carolina in 2024 was \$15.81 per hour. 88 FR 86677 (December 14, 2023). The AEWR for North Carolina in 2025 was \$16.16 per hour. 89 FR 101628 (December 16, 2024).

44. The H-2A regulations also require employers to disclose in the job offer all deductions that the employer will make from their paychecks unless they are required by law. 20 C.F.R. § 655.122(p)(1). Such deductions may not result in a profit to the employer or any affiliated person and may not be primarily for the benefit or convenience of the employer. 20 C.F.R. § 655.122(p)(2).

45. Undisclosed or unauthorized deductions or kickbacks made directly or indirectly to the employer may not reduce an H-2A worker's pay below the AEW. 20 C.F.R. § 655.122(p)(2).

46. Employers must provide their H-2A employees with a written work contract containing all of the job offer requirements in 20 C.F.R. § 655.122, including those requirements discussed in paragraphs 42-44. If the employer fails to provide a written contract, the required terms of the job order and application for temporary employment certification are treated as the terms of a contract between the employer and H-2A worker. 20 C.F.R. § 655.103(b).

47. H-2A employers may not hold or confiscate a worker's passport unless the worker requests this in writing. 20 C.F.R. § 655.135(o).

48. Employers and their agents may not seek or receive payment of a recruitment fee. 20 C.F.R. § 655.135(j).

Defendants' H-2A Contracts

49. Defendant Avilez applied for and received temporary labor certification for 60 H-2A workers to work in North Carolina for Rodney Jackson from April 20, 2024, to December 15, 2024, in a variety of crops, including melons, sweet potatoes, and broccoli ("2024 Contract").

50. The 2024 Contract included the following terms:

- a. Employer will pay \$15.81 per hour for hourly work;

- b. Employer will pay \$0.50 per 5/8-bushel bucket of sweet potatoes but will provide make-up pay if the piece rate pay results in average hourly earnings below \$15.81;
- c. Employer will provide or pay for outbound transportation, or allow the employees to select their outbound transportation and will reimburse them at no less than the most economical and reasonable common carrier transportation charges;
- d. Employer will contractually forbid any foreign labor contractor or recruiter with whom the employer engages to seek or receive recruitment fees from prospective employees, except as provided for in 8 C.F.R. § 214.2(h(5)(xi)(A));
- e. Employer will furnish employees on or before each payday a written statement with (1) the worker's total earnings for the pay period; (2) hourly rate and/or piece rate of pay; (3) hours of work offered; (4) hours actually worked; (5) itemization of deductions; (6) pieces produced, if payment by a piece rate; (7) dates of the pay period; (8) employer's name, address, and Federal Employer Identification Number (FEIN);
- f. Employer will reimburse the worker for transportation and subsistence expenses if the worker completes 50 percent of the work contract period; and
- g. Employer will comply with all applicable federal, state, and local laws and regulations, including the prohibition on confiscating workers' passports, visas, or other immigration documents.

51. Defendant Avilez applied for and received temporary labor certification for 60 H-2A workers to work in North Carolina for Rodney Jackson from April 20, 2025, to December 15, 2025 (2025 Contract) in a variety of crops, including melons, sweet potatoes, and broccoli.

52. The 2025 Contract included the following terms:

- a. Employer will pay \$16.16 per hour for hourly work;
- b. Employer will pay \$0.50 per 5/8-bushel bucket of sweet potatoes but will provide make-up pay if the piece rate pay results in average hourly earnings below \$16.16;
- c. Employer will provide or pay for outbound transportation, or allow the employees to select their outbound transportation and will reimburse them at no less than the most economical and reasonable common carrier transportation charges;
- d. Employer will contractually forbid any foreign labor contractor or recruiter with whom the employer engages to seek or receive recruitment fees from prospective employees, except as provided for in 8 C.F.R. § 214.2(h)(5)(xi)(A);
- e. Employer will furnish employees on or before each payday a written statement with (1) the worker's total earnings for the pay period; (2) hourly rate and/or piece rate of pay; (3) hours of work offered; (4) hours actually worked; (5) itemization of deductions; (6) pieces produced, if payment by a piece rate; (7) dates of the pay period; (8) employer's name, address, and FEIN;

- f. Employer will reimburse the worker for transportation and subsistence expenses if the worker completes 50 percent of the work contract period; and
- g. Employer will comply with all applicable federal, state and local laws and regulations, including the prohibition on confiscating workers' passports, visas, or other immigration documents.

53. The 2024 and 2025 Contracts were signed by Alvino Avilez Castaneda.

54. Upon information and belief, Defendant Avilez knowingly made false representations on the 2024 and 2025 applications and accompanying job orders submitted to USDOL for approval, including regarding the wage rates that would be paid to workers; reimbursement of transportation and subsistence costs; not charging recruitment fees; and compliance with applicable federal, state, and local laws and regulations including the prohibition on confiscating workers' passports, visas, or other immigration documents.

55. Defendant Avilez also applied for and received temporary labor certification for H-2A workers to work in North Carolina for Rodney Jackson and/or JFC in 2019, 2020, 2021, 2022 and 2023.

56. Since at least 2021, Defendant JFC also applied for and received temporary labor certification to directly employ H-2A workers.

57. Defendant JFC applied for and received temporary labor certification for 91 H-2A workers to work in North Carolina from February 15, 2024, to December 15, 2024, in a variety of crops, including melons, sweet potato, and broccoli.

58. Defendant JFC applied for and received temporary labor certification for 98 H-2A workers to work in North Carolina in 2025 on three separate contracts: 34 workers from February

15, 2025 to December 14, 2025 (harvest broccoli and sweet potatoes, other crop activities); 31 workers from May 15, 2025 to December 15, 2025 (harvest broccoli and sweet potatoes, other crop activities); and 33 workers from May 31, 2025 to December 14, 2025 (harvest and pack broccoli, harvest sweet potatoes, other crop activities).

59. Defendant Avilez engaged Andrew Jackson as his visa processing agent for his 2021 through 2025 applications for temporary H-2A employment. Defendant JFC also engaged Andrew Jackson as its visa processing agent for its 2025 applications for temporary H-2A employment.

Recruitment and Travel

60. The Avilez Defendants, by and through their agent(s) in Mexico, recruited Plaintiff and others to work for them in North Carolina during the 2024 and 2025 agricultural seasons on H-2A visas.

61. The Avilez Defendants, through their agent Omar Avilez, required Plaintiff to pay a recruitment fee of \$75,000 Mexican pesos (approximately \$4,514 USD) in order to be placed on the list of potential workers in 2024.

62. Upon information and belief, the Avilez Defendants require all persons recruited to work for the first time to pay a recruitment fee as a condition of employment.

63. Relying on the Avilez Defendants' promises to them, Plaintiff obtained loans in his hometown to pay for the recruitment fee and the costs associated with obtaining his visa and traveling to North Carolina. He obtained one loan through a Mexican bank, and the loan money was paid directly to Avilez's agent. Plaintiff obtained a second loan from a local loan shark.

64. The loans Plaintiff obtained represented a significant amount of money for him. In 2024, those loans totaled approximately 140,000 Mexican pesos (approximately \$8,446 USD), and in 2025 they totaled approximately \$90,000 Mexican pesos (approximately \$4,406 USD) . By comparison, Plaintiff's weekly earnings in Mexico before coming to the United States were approximately \$2,500 Mexican pesos (approximately \$151 USD).

65. Upon information and belief, most or all persons similarly situated to Plaintiff had to obtain a loan or loans to pay the costs associated with recruitment, visas, and/or travel to the United States.

66. The Avilez Defendants provided Plaintiff and, upon information and belief, his similarly situated co-workers a copy of the job order each season, which constituted a contract between them.

67. Defendants' agent Omar Avilez, brother of Defendant Avilez, instructed workers, including Plaintiff, how to apply for and get an H-2A visa; when to depart from their hometowns to travel to Monterrey, Mexico to obtain the visa; when to report to the U.S. Consulate for the visa interview; how to conduct themselves in the interview; and when and how to depart for the job in North Carolina.

68. At the direction of the Defendants' agents in Mexico, Plaintiff and other similarly situated workers traveled at their own expense from their villages to the U.S. Consulate in Monterrey, where they waited for their visas to be issued.

69. Plaintiff and other similarly situated workers paid the fees associated with their H-2A visas.

70. Plaintiff and other similarly situated workers each paid for the costs of lodging for multiple nights in the hotel in Monterrey near the Consulate where the Defendants' agent instructed them to stay.

71. Plaintiff traveled with other employees of Defendants from Monterrey, Mexico, to the U.S./Mexico border in buses arranged by Defendants. Plaintiff and the other employees paid Omar Avilez for the cost of the bus.

72. Defendants' agents also required Plaintiff and similarly situated workers to pay additional fees throughout their travel.

73. Defendants then transported Plaintiff and his similarly situated co-workers from the U.S./Mexico border to North Carolina.

74. At the border crossing, Plaintiff and his co-workers each paid \$200 to Omar Avilez, which Avilez told them was the fee for crossing the border. The actual border crossing fee was just \$6.

75. Plaintiff and similarly situated workers paid for their own meals during their travel from Monterrey to North Carolina.

76. In 2025, Plaintiff was not required to pay a recruitment fee; however, upon information and belief, other H-2A workers who were working for the Avilez Defendants for the first time in 2025 were required to pay recruitment fees.

77. Plaintiff and his similarly situated co-workers paid all of the same other visa, travel, lodging, and subsistence fees in 2025 that they paid in 2024. In 2025 they additionally paid for travel from Monterrey back to their hometowns when their visas were not ready in Monterrey.

78. Defendants never reimbursed Plaintiff or similarly situated workers for any of the expenses described in paragraphs 68-72 and 74-77.

79. Because of this failure to reimburse, upon information and belief, Plaintiff's earnings in that first workweek were below the minimum wage and below the promised AEW. R.

80. Upon information and belief, the earnings of his similarly situated co-workers were also below the minimum wage and below the promised AEW. R. in their first workweeks.

Employment by JFC

81. Plaintiff and similarly situated workers worked planting and harvesting a variety of Defendant JFC's crops. All of their work, except for a short period in 2025, was performed in fields owned or controlled by JFC.

82. Rodney Jackson and, upon information and belief, Rodney Jackson's brother (another JFC official), were in the fields with the workers employed by the Avilez Defendants ("the Avilez crew") on a regular basis, and they supervised the work of Plaintiff and his similarly situated co-workers. They provided direction to Omar Avilez and Victor Estrada (Avilez supervisors) regarding the work of the Plaintiff and other similarly situated employees, including specifying the work locations each day. They also spoke to the workers through an interpreter to instruct them on how to perform their work.

83. Some of the H-2A workers employed pursuant to JFC's own H-2A applications ("the JFC H-2A crew") also managed the work of the Avilez crew. Members of the JFC H-2A crew directed members of the Avilez crew regarding which crops to harvest in which fields, and what time to start work. JFC H-2A crew members also reprimanded members of the Avilez crew when there were issues with their work.

84. On one occasion, while repacking some watermelons that had been mispacked, Plaintiff and a group of his co-workers were supervised only by the JFC H-2A managers.

85. Plaintiff and his co-workers were expected to respond to the direction of the JFC managers at all times.

Social Security Card and Passport Confiscation

86. The Avilez Defendants and their agents confiscated the passports of Plaintiff and his similarly situated co-workers as soon as they arrived at the labor camp in North Carolina.

87. Omar Avilez informed the workers that they were taking their passports to ensure that they did not leave their employment.

88. The Avilez Defendants also confiscated the Social Security cards of Plaintiff and the other workers. For workers obtaining their Social Security cards for the first time, the Avilez Defendants took their cards as soon as the workers received them. For workers who arrived in North Carolina with Social Security cards, the Avilez Defendants took them upon arrival.

89. Plaintiff and similarly situated workers were constrained from leaving their employment because they did not have their immigration documents.

90. Additionally, Avilez told them that if they left early, he would notify the U.S. Consulate, and they would be banned from receiving an H-2A visa in the future.

91. Employees who insisted on leaving prior to the end of the season were charged \$300 by the Avilez Defendants to return their passports.

92. Plaintiff understood that, without his passport, he was at risk of being detained and deported by immigration enforcement because he had no proof of his legal immigration status. He also believed he would be unable to leave the United States without his passport.

93. In 2024, the Avilez Defendants did not return the workers' documents until the end of the season. In 2025, they returned the documents in June of 2025, after confiscating them for

several months. Upon information and belief, the Avilez Defendants returned the documents at this time because of the ongoing USDOL investigation. The Avilez Defendants instructed the workers not to tell investigators that their passports had been confiscated.

Outbound Travel

94. In 2024, Plaintiff and his similarly situated co-workers paid for their own transportation and subsistence costs to return to Mexico.

95. In 2025, Plaintiff left his employment early due to his work-related injury and pressure placed upon him by Defendants to return to Mexico. Defendants did not pay for his return transportation. Upon information and belief, Defendant Avilez also did not pay for the return transportation of workers similarly situated to Plaintiff, including for those workers who were not injured before the end of their contracts.

Compensation

96. The named Plaintiff and his similarly situated coworkers whom he seeks to represent had an express agreement that Defendants would pay them wages at the rate required by any applicable federal and/or state law when those wages were due for each hour or part of an hour that the named Plaintiff and proposed collective and class action members performed compensable work under the FLSA and/or the NCWHA for Defendants based on the H-2A job order provided to Plaintiff and his coworkers.

97. In the alternative, the named Plaintiff and his similarly situated coworkers whom he seeks to represent had a constructive or implied agreement that Defendants would pay them wages at the rate required by any applicable federal and/or state law when those wages were due

for each hour or part of an hour that the named Plaintiff and proposed collective and class action members performed compensable work under the FLSA and/or the NCWHA for Defendants based on the assurances Defendants made in their H-2A applications.

98. At times, Defendants paid Plaintiff and his similarly situated co-workers a piece rate. For example, Plaintiff was paid by the bucket for harvesting sweet potatoes and by the case for harvesting broccoli. When harvesting watermelons, groups of ten workers were assigned to fill one truck and were paid by the truck for each truck they filled with watermelons.

99. Defendants did not supplement the wages of Plaintiff and similarly situated workers when what they earned on a piece-rate basis was less than the AEWR.

100. Upon information and belief, Defendants did not record the hours worked by Plaintiff and similarly situated workers when they were working by the piece.

101. Defendants paid Plaintiff and similarly situated workers a piece rate for harvesting watermelons, when that piece rate was not disclosed in the contract.

102. During some workweeks in 2024 and 2025, the Avilez Defendants provided Plaintiff and his similarly situated co-workers with paystubs showing only piece rate pay and that had no record of hours worked.

103. When Plaintiff and similarly situated workers were paid by the hour, for example, for weeding, they were not credited for partial hours of work, which resulted in unpaid work time.

104. In 2024 the paystubs issued to Plaintiff and, upon information and belief, his similarly situated co-workers, at times listed a pay rate of \$9.50 per hour.

105. Plaintiff and, upon information and belief, other similarly situated workers, often did not receive the compensation reported on the paystubs. Plaintiff and, upon information and belief, other similarly situated workers, were each typically paid \$300 to \$400 per week.

106. In 2024, the Avilez Defendants required Plaintiff and his similarly situated co-workers who were in the U.S. for the first time to pay a total of \$800 each, which the Avilez Defendants told them was the cost of their Social Security cards. This charge was deducted in two separate payments from the workers' wages.

107. The Social Security Administration does not charge money for the issuance of Social Security cards.

108. Upon information and belief, the Avilez Defendants knew that Social Security cards are available free of charge. Nevertheless, the Avilez Defendants did not disclose to Plaintiff or his coworkers that Social Security cards are available for free.

109. The Avilez Defendants violated 42 U.S.C. § 1320b-10(a)(4) by charging the Plaintiff and his coworkers a fee to obtain their Social Security cards.

110. The Plaintiff did not provide written or verbal authorization for the \$800 deduction and, upon information and belief, neither did his similarly situated coworkers.

111. Upon information and belief, during the workweeks when these deductions took place, Defendants did not pay Plaintiff and similarly situated workers at least the minimum wage.

112. During the workweeks when these deductions took place, Defendants paid Plaintiff and similarly situated workers less than the AEW.

113. At some point in 2025, the Avilez Defendants began using an electronic punch card system. After this, the paystubs provided to Plaintiff and his similarly situated co-workers indicated that they had been paid at least the AEW based on the hours worked that were reported on their paystub each workweek.

114. However, after the electronic timekeeping system was instituted, the Avilez Defendants required Plaintiff and similarly situated workers to repay them for the difference

between what their paystubs showed and what they would have earned if paid purely on a piece rate basis.

115. Plaintiff and his similarly situated co-workers were also required to punch out before traveling to another field to work during the workday and were not paid for their travel time between worksites.

116. Defendants required the workers to wear gloves and boots, which the workers were required to purchase for themselves.

117. Defendants also required the workers to wear face coverings when working in tobacco, which the workers were required to purchase for themselves.

USDOL Investigation

118. The U.S. Department of Labor Wage and Hour Division conducted an investigation into the Avilez Defendants beginning in 2025.

119. Defendant Avilez instructed the workers to lie to the USDOL investigators about the recruitment fee, lack of reimbursement for expenses, and repayment of part of their wages to Defendants. He also told them to lie to the investigators about the Avilez Defendants' use of a crew of local workers.

120. Defendant Avilez, through an agent, told Plaintiff and his coworkers that if USDOL asked them about their situation they should respond that everything is fine.

121. In August 2025, Defendant Avilez also required Plaintiff and his coworkers to sign a document, but to date it May of 2025. Upon information and belief, this document had to do with the USDOL investigation.

122. In anticipation of USDOL investigators visiting JFC's fields, Defendants provided Plaintiff and similarly situated workers with drinking water, disposable cups, and bathrooms in the fields, which were not normally provided.

123. In anticipation of the USDOL investigation, the Avilez Defendants returned the workers' passports to them in June 2025 and instructed the workers not to tell investigators that their passports had been confiscated.

Working Conditions

124. Plaintiff and his similarly situated co-workers worked long hours and traveled long distances to the fields. They usually left for work in the very early morning, sometimes as early as 3:30 AM, and returned home late at night, sometimes as late as 11:30 PM. They worked Monday through Saturday and sometimes Sunday.

125. Most of the time, Defendants did not provide drinking water for employees in the fields. When water was provided, often no disposable cups were provided, so workers had to drink the water directly from a common container.

126. Most of the time, Defendants did not provide an outhouse or access to a bathroom for Plaintiff or similarly situated workers when they were doing field work.

127. Federal regulations require Defendants to provide drinking water and access to a bathroom in the fields.

128. One of Plaintiff's co-workers fell ill while working due to the heat. Because of this he was sent back to Mexico. Other workers who were impacted by the heat were sent to rest in a bus in the field that lacked air conditioning. Those workers were not paid for the rest of the day.

This intimidated the other workers from complaining about health and safety issues while working because they thought this could lead to them losing a day's pay.

129. In June of 2025, Plaintiff suffered a hernia while doing heavy lifting in a packing shed packing watermelons at JFC. After undergoing surgery, he returned to Mexico and was not able to finish the season.

130. Plaintiff was not paid for his final week of work in 2025.

Discontinuation of Services and Avilez Defendants' Continued Operation

131. On August 14, 2025, the North Carolina Department of Commerce notified Defendant Avilez that it was discontinuing Wagner-Peyser Act Employment Services. The Department of Commerce removed Defendant Avilez's active H-2A job orders from its system and will not process future job orders filed under Defendant Avilez's name while services are discontinued. While the discontinuation of Wagner-Peyser Act Employment Services is in effect, Defendant Avilez effectively may not employ H-2A workers in North Carolina.

132. Discontinuation of Wagner-Peyser Act Employment Services occurs when the State Workforce Agency, such as the North Carolina Department of Commerce, finds that an H-2A employer has violated the H-2A regulations. 20 C.F.R. § 658.501(a).

133. Upon information and belief, as of the date of this Complaint, the Department of Commerce has not reinstated Wagner-Peyser Act Employment Services for Defendant Avilez.

134. Upon information and belief, Defendant Avilez, through his agents, is continuing to recruit H-2A workers to work in North Carolina in 2026.

FLSA COLLECTIVE ACTION ALLEGATIONS

135. Named Plaintiff Rodríguez Luna seek to bring his claims under the FLSA pursuant to the collective action procedures specified in 29 U.S.C. § 216(b) on behalf of himself as an individual and all other similarly situated employees of Defendants who, in any pay period falling within the three chronological years immediately preceding the date on which this action was filed and continuing thereafter through the date on which final judgment is entered in this action, held H-2A visas, were not reimbursed for all of their H-2A related expenses (recruitment, travel, visa, hotel, meals, required fees, and/or border crossing costs) during their first workweek, which resulted in average hourly pay below \$7.25 per hour, and timely file (or have already filed) a written consent to be a party to this action pursuant to 29 U.S.C. § 216(b) (“FLSA Reimbursement Collective”). Plaintiff seeks unpaid minimum wages and liquidated damages.

136. Plaintiff also brings claims on behalf of himself and those similarly situated employees of Defendants who held H-2A visas and who were not compensated at the minimum wage rate during some workweeks because they were paid a piece rate, were not paid for travel time between fields, were required to pay for work-related equipment and/or a Social Security card, were not paid for partial hours worked, and/or were required to kick back part of their wages (“FLSA Underpayment Collective”). Plaintiff seeks unpaid minimum wages and liquidated damages.

137. Plaintiff and the members of the Collectives are similarly situated. Plaintiff and the FLSA Reimbursement Collective and FLSA Underpayment Collective members were all non-supervisory H-2A employees who worked for Defendants performing farm work at JFC and were each paid wages less than those required by 29 U.S.C. § 206 during some workweeks that they

were employed by one or more Defendants pursuant to common policies implemented by Defendants.

138. Defendants willfully failed to pay Plaintiff and the members of the putative Collectives the minimum wages owed to them by failing to reimburse them in the first workweek for expenses which were incurred for the benefit and convenience of the Defendants; paying them a piece rate that was not high enough to compensate them at the required minimum wage rate; failing to pay them for travel time between fields; not paying them for partial hours worked; failing to reimburse them for required work equipment; charging them for a Social Security card; and/or requiring them to kick back payments that brought their wages below the minimum wage.

CLASS ALLEGATIONS

Trafficking Class

139. Plaintiff brings his TVPRA and NC Trafficking Law claims for damages on behalf of himself and a class of persons (“Trafficking Class”) consisting of “All individuals who were brought to the U.S. by one or more of the Avilez Defendants to perform agricultural work at Jackson Farming Company under H-2A contracts; who performed work during the ten-year period immediately preceding the date on which this action was filed; and whose passports were in the possession of any of the Avilez Defendants or their agents at any time during their work in the U.S.”

140. The trafficking violations occurred when the Avilez Defendants confiscated the passports of the members of the Trafficking Class in order to, without lawful authority, maintain, prevent, or restrict the labor or services of the individual, or, alternatively, in the course of violating section 1351 of Title 18 of the U.S. Code.

NCWHA Class and Subclass

141. Plaintiff seeks to represent a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure for back wages and liquidated damages under N.C. Gen. Stat. §§ 95-25.6, 95-25.22, and 95-25.22(a1) consisting of “All individuals who were brought to the U.S. by one or more of the Avilez Defendants to perform agricultural work at Jackson Farming Company under H-2A contracts during any pay period falling within two years prior to the date of this Complaint and continuing until the date final judgment is entered who did not receive all of their wages when due” (“NCWHA Class”).

142. The promised wage violations occurred when putative Class members were paid less than the AEWL because Defendants failed to reimburse Class members for their recruitment, transportation, required fees, visa, lodging, and/or border crossing expenses during the first week in which they performed labor for Defendants.

143. The promised wage violations also occurred due to multiple payment practices of Defendants, including: paying a piece rate that resulted in an average hourly wage lower than the AEWL; paying an hourly wage that was less than the AEWL; not paying putative Class members for compensable time spent traveling between work locations during the work day or for partial hours; requiring putative Class members to purchase work-related equipment and not reimbursing them; and requiring putative Class members to kick back money from their paychecks during many workweeks.

144. Plaintiff also seeks to represent a subclass pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure for back wages and liquidated damages under N.C. Gen. Stat. §§ 95-25.6, 95-25.8, 95-25.22, and 95-25.22(a1) consisting of “All NCWHA Class Members who had money deducted from their paychecks by Defendants for Social Security cards (“Deductions Subclass”).

145. The deductions violation occurred when Defendants made deductions from the Plaintiff and putative Subclass members' paychecks for an illegal charge related to obtaining Social Security cards when the putative Subclass members did not provide the authorization required by N.C. Gen. Stat. § 95-25.8 and because the deductions brought their pay below the promised wage.

146. Plaintiff's NCWHA class allegations are based on applicable AEWR rates of pay and not minimum wage or overtime, and the NCWHA claims are separate and distinct from any FLSA minimum wage and overtime claims.

Contract Classes

147. Plaintiff also brings a North Carolina common law claim on behalf of himself and a class of persons consisting of "All individuals who were brought to the U.S. as H-2A workers by the Avilez Defendants under the 2024 Contract" ("2024 Contract Class").

148. Plaintiff also brings a North Carolina common law claim on behalf of himself and a class of persons consisting of "All individuals who were brought to the U.S. as H-2A workers by the Avilez Defendants under the 2025 Contract" ("2025 Contract Class").

149. The contracts were breached by the Avilez Defendants when they did not reimburse Contract Class members for their recruitment, visa, transportation, meals, required fees, lodging and related expenses in their first workweek; did not pay them at the contract wage rate; did not pay for return transportation; confiscated their passports; did not pay them the AEWR; did not provide complete and accurate pay statements; and did not provide field sanitation (water and restrooms) in the fields.

Exclusions from the Classes

150. Excluded from the Classes and Subclass above (collectively, the “Classes”) are the legal representatives, officers, directors, assigns, and successors of Defendants; any individual who at any time during the class period has had a controlling interest in any Defendant; Defendants’ supervisory employees; and all persons who submit timely and otherwise proper requests for exclusion from the Classes.

Class Treatment of These Claims is Appropriate.

151. The Classes are so numerous and so geographically dispersed as to make joinder impractical. The Avilez Defendants received H-2A temporary labor certifications from the U.S. Department of Labor for approximately 120 openings from 2024 to 2025. Therefore, the NCWHA classes could include as many as 120 individuals. The classes are entirely composed of temporary foreign workers whose permanent residence is outside the United States, mostly in Mexico. Most if not all of the members of these classes are not fluent in English and are unfamiliar with the American judicial system. The relatively small size of the individual claims and the indigence of the members of these classes make the maintenance of separate actions by each member of these classes infeasible.

152. The questions of law and fact which are common to members of the Trafficking Class include, among others: (a) whether the Avilez Defendants concealed, removed, confiscated, and/or possessed Plaintiff’s and other putative Class members’ passports; (b) whether any such conduct was done in order to, without lawful authority, maintain the labor or services of putative Class members; (c) whether any such conduct was done in the course of knowingly and with intent to defraud recruiting, soliciting, or hiring a person outside the United States or causing another

person to recruit, solicit, or hire a person outside the United States, for purposes of employment in the United States by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; (d) whether the Avilez Defendants' conduct violated the TVPRA and/or North Carolina Trafficking Law; and (e) the nature and extent of classwide injury, and the measure of damages for those injuries.

153. The questions of law and fact which are common to members of the putative NCWHA Class include, among others: (a) whether Defendants disclosed to Plaintiff and the members of the putative Class pursuant to N.C. Gen. Stat. §§ 95-25.13(1)-(2) and 13 N.C.A.C. § 12.0803 that they would pay wages at the adverse effect wage rate for the work they performed; (b) whether Defendants reimbursed Plaintiff and members of the putative NCWHA Class for their recruitment, transportation, visa, meals, required fees, hotel and border crossing costs during the first work week; (c) whether Defendants failed to pay Plaintiff and members of the putative NCWHA Class for all hours worked, including travel time between work locations and partial hours; (d) whether Defendants' practice of paying a piece rate for some types of work resulted in payment below the promised wage; (e) whether Defendants compensated Plaintiff and the putative NCWHA Class at an hourly rate less than the AEW; (f) whether Defendants required Plaintiff and the putative NCWHA Class members to purchase work-related equipment; (g) whether Defendants required Plaintiff and the putative NCWHA Class Members to repay or kick back some of their wages; and (h) whether Defendant JFC was the employer of Plaintiffs and the members of the putative NCWHA Class.

154. The questions of law and fact which are common to putative members of the Deductions Subclass are: (a) whether the putative Subclass members provided written authorization for any deductions; (b) whether the deduction for Social Security were illegal

because they violated 42 U.S.C. § 1320b-10(a)(4); (c) whether the deduction brought their pay below the promised wage; and (d) whether Defendant JFC was the employer of Plaintiffs and the members of the putative Deductions Subclass.

155. The questions of law and fact which are common to members of the putative 2024 Contract Class include, among others: (a) whether the Avilez Defendants and the members of the putative 2024 Contract Class entered into a contract; (b) what the terms of the contract were; and (c) whether Defendants breached the terms of that contract.

156. The questions of law and fact which are common to members of the putative 2025 Contract Class include, among others: a) whether the Avilez Defendants and the members of the putative 2025 Contract Class entered into a contract; (b) what the terms of the contract were; and (c) whether Defendants breached the terms of that contract.

157. Members of the proposed Classes have been subject to the same unlawful practices of Defendants, and their claims arise out of these same practices. Plaintiff's claims are typical of the claims of the members of the various putative Classes, because, among other things, Plaintiff was an employee who worked for Defendants and suffered the same violations as members of the putative Classes.

158. Those typical, common claims predominate over any questions affecting only individual Class members.

159. Plaintiff and members of the various putative Classes suffered similar types of damages.

160. Plaintiff has the same interests as other members of the putative Classes and will vigorously prosecute these interests on behalf of the Classes. Plaintiff has no interest adverse to the members of the putative Classes.

161. Plaintiff will fairly and adequately represent the interests of the Classes. His interests do not conflict with the interests of the members of the Classes he seeks to represent.

162. The undersigned counsel Carol Brooke, Clermont Ripley, and Abigail Kerfoot are experienced litigators who have been named counsel for several class actions involving similar claims to those being raised in this action. Plaintiff's counsel are prepared to advance litigation costs necessary to vigorously litigate this action and to provide notice to the members of the classes.

163. A class action under Rule 23(b)(3) is superior to other available methods of adjudicating this controversy because, *inter alia*:

- a. The common issues of law and fact, as well as the relatively small size of the individual claims of each member of the classes, substantially diminish the interest of members of the classes in individually controlling the prosecution of separate actions;
- b. Many members of the classes are unaware of their rights to prosecute these claims and lack the means or resources to secure legal assistance;
- c. Upon information and belief, there is no pending litigation against the Avilez Defendants for their confiscation of employees' passports or other documents in order to unlawfully maintain the employees' labor;
- d. Upon information and belief, there is no pending litigation against Defendants for their failure to pay wages to their employees as required by the FLSA, H-2A program regulations, NCWHA, or North Carolina contract law;

- e. It is desirable that the claims be heard in this forum because all Defendants reside in this district and the cause of action arose in this district;
- f. A class action can be managed without undue difficulty because Defendants regularly committed the violations complained of herein, and were required to maintain detailed records concerning each member of the classes above.

FIRST CLAIM FOR RELIEF

(TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT: Unlawful Conduct in Respect to Immigration Documents – Class Claim against Avilez Defendants)

164. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

165. Plaintiff brings claims for himself and other members of the putative Trafficking Class against the Avilez Defendants under the civil remedies provision of the TVPRA for violations of 18 U.S.C. § 1597.

166. The Avilez Defendants knowingly concealed, removed, confiscated, and/or possessed the passports of Plaintiff and the members of the Trafficking Class in order to, without lawful authority, maintain the labor or services of the Plaintiff and putative Class members and/or in furtherance of fraud in foreign labor contracting.

167. The Avilez Defendants knowingly confiscated Plaintiff's passport and the passports of Trafficking Class members in order to prevent Plaintiffs and the class members from leaving their employment with the Avilez Defendants.

168. The Avilez Defendants knowingly and with intent to defraud hired Plaintiff and members of the putative Trafficking Class to work in North Carolina on H-2A visas by making materially false promises or representations about the H-2A job openings.

169. In the course of hiring Plaintiff and Trafficking Class members to perform work in North Carolina on H-2A visas based on false promises or representations, the Avilez Defendants knowingly confiscated Plaintiff's passport and the passports of Trafficking Class members.

170. As a proximate result of the conduct of Defendants, Plaintiff and the other members of the putative Trafficking Class have suffered financial and other damages.

171. Under the TVPRA, Plaintiff and the other members of the Trafficking Class are entitled to recover:

- a. compensatory and punitive damages in an amount to be proven at trial, including damages for emotional distress;
- b. punitive damages; and
- c. attorneys' and experts' fees and costs as authorized by 18 U.S.C. § 1595.

SECOND CLAIM FOR RELIEF

(NORTH CAROLINA HUMAN TRAFFICKING LAW - Class Claim against Avilez Defendants)

172. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

173. Plaintiff brings this civil claim pursuant to the civil remedy provisions of the North Carolina Human Trafficking Act, N.C. Gen. Stat. § 14-43.18, on behalf of himself and other members of the NC Trafficking Class.

174. The Avilez Defendants, by and through their agents, knowingly recruited, provided, or obtained the labor of Plaintiff and Trafficking Class members by means of deception, coercion, or intimidation, including by:

- a. Knowingly making false representations on the 2024 and 2025 applications and accompanying job orders submitted to USDOL for approval;
- b. Confiscating and possessing the passports and visas, of Plaintiff and members of the Trafficking Class; and
- c. Threatening Plaintiff and members of the Trafficking Class that they would be unable to obtain an H-2A visa in the future if they left their employment before the end of the contract.

175. For these violations, Plaintiff and Trafficking Class members have suffered injury and are entitled to recover damages, including punitive damages, and attorneys' fees, pursuant to N.C. Gen. Stat. § 14-43.18.

THIRD CLAIM FOR RELIEF

(NORTH CAROLINA WAGE AND HOUR ACT – Class Claims Against All Defendants)

176. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

177. Defendants failed to pay Plaintiff and the members of the putative NCWHA Class defined in paragraph 141 at least the promised wage for each hour or part of an hour that Plaintiff and the members of the putative NCWHA Class worked for Defendants for each workweek, in violation of N.C. Gen. Stat. § 95-25.6.

178. Defendants failed to reimburse Plaintiff during his first week of employment for expenses incurred primarily for the benefit of Defendants, including recruitment fees; inbound subsistence costs; lodging expenses near the U.S. Consulate; visa fees and visa-related processing fees; border crossing fees; other required fees; and the full cost of travel from the place of recruitment to the jobsite. Defendants' failure to fully reimburse Plaintiff during the first workweek caused his first week's earnings to be less than the promised wage.

179. Defendants also failed to compensate Plaintiff and the members of the putative NCWHA Class defined in paragraph 141 the promised wage for all hours worked by paying them a piece rate; failing to pay them for travel time between fields; failing to pay for partial hours worked; requiring them to pay for work-related equipment; making deductions for Social Security cards; and requiring them to kick back part of their wages; which brought their wages below the promised AEW rate.

180. As a result of these actions, Defendants are in violation of Plaintiff's and the members of the putative Rule 23 Classes' rights under N.C. Gen. Stat. §§ 95-26.6 and 95-25.8. Plaintiff seeks unpaid wages and liquidated damages, costs, and attorneys' fees that may be recovered from Defendants under N.C. Gen. Stat. §§ 95-25.22(a) and 95-25.22(a)(1).

FOURTH CLAIM FOR RELIEF

(NORTH CAROLINA WAGE AND HOUR ACT- Individual Claims)

181. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

182. Plaintiff additionally brings individual claims for unpaid wages for the time he was not paid in his final week of work in 2025, for which he was not compensated at the AEW, which was the wage promised to him.

183. As a result of these actions, Defendants violated Plaintiff's rights under N.C. Gen. Stat. §§ 95-26.6. Plaintiff seeks unpaid wages and liquidated damages, costs, and attorneys' fees that may be recovered from Defendants under N.C. Gen. Stat. §§ 95-25.22(a) and 95-25.22(a)(1).

FIFTH CLAIM FOR RELIEF

(NORTH CAROLINA COMMON LAW OF CONTRACT – Class Claim against Avilez Defendants)

184. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

185. The Avilez Defendants entered into contracts with Plaintiff and his coworkers in 2024 and 2025, the terms of which were the required terms of the corresponding job orders and applications for temporary employment certification. 20 C.F.R. §§ 655.121, 655, 122, and 655.135.

186. In 2024, the Avilez Defendants offered employment on the terms and conditions set out in the 2024 Contract, and Plaintiff and similarly situated workers accepted Defendants' offer.

187. In 2025, the Avilez Defendants offered employment on the terms and conditions set out in the 2025 Contract, and Plaintiff and similarly situated workers accepted Defendants' offer.

188. The Avilez Defendants breached each of their employment contracts with Plaintiff and the members of the 2024 and 2025 Contract Classes defined in paragraphs 147-48 by charging a recruitment fee; failing to pay for or reimburse them for costs related to their travel to North Carolina; not paying them at the contract wage rate; requiring them to kick back money; not providing accurate and complete pay statements; confiscating their passports; failing to provide water and restrooms in the fields; and not paying for their return transportation to Mexico.

189. The Avilez Defendants' breach of their employment contracts with Plaintiff and the members of the Contract Classes caused substantial injuries.

190. The Avilez Defendants are liable to Plaintiff and the members of the Contract Classes for damages that arose naturally and according to the usual course of things from the Defendants' breach, as provided by federal common law and/or North Carolina common law, and prejudgment interest.

SIXTH CLAIM FOR RELIEF

(FAIR LABOR STANDARDS ACT: MINIMUM WAGE – Against All Defendants)

191. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

192. Plaintiff brings this claim for Defendants' violations of the minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, on behalf of himself and all others similarly situated.

193. Plaintiff has consented in writing to bring this FLSA action and has filed his written consent as an attachment to this Complaint. *See* Exhibit 1.

194. Defendants violated the minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay Plaintiff and the members of the putative Collectives described in Paragraphs 135-36 at least the product of the federal minimum wage of \$7.25 and the total number of hours of labor performed in each workweek during which they were employed.

195. Defendants willfully failed to fully reimburse Plaintiff and members of the FLSA Reimbursement Collective Action during their first week of employment for expenses incurred primarily for the benefit of Defendants, including their recruitment fees; in-bound subsistence costs; lodging expenses near the U.S. Consulate; visa fees and visa-related processing fees; border

crossing fees; other required fees; and the full cost of travel from the place of recruitment to the jobsite, in violation of the FLSA.

196. When these expenses are calculated as deductions from their first week's pay, as required by law, they cause the first-week wages of Plaintiff and the members of the putative FLSA Reimbursement Collective to be less than the FLSA minimum wage.

197. Defendants also failed to compensate Plaintiff and members of the putative FLSA Underpayment Collective at the minimum wage rate for all hours worked when Defendants paid Plaintiff and members of the putative FLSA Underpayment Collective at a piece rate; failed to pay them for travel time between fields; failed to pay for partial hours worked; charged them for Social Security cards; required them to pay for work-related equipment; and required them to kick back part of their wages, resulting in wages that amounted to less than the minimum wage rate for each hour worked, in violation of the FLSA.

198. Defendants knew that they were required to pay Plaintiff and members of the putative FLSA Collectives at least the Federal minimum wage for each hour worked during a workweek or showed reckless disregard as to whether their conduct was prohibited by the FLSA and its accompanying regulations. As such, Defendants' failure to pay Plaintiff and members of the putative FLSA Collectives the minimum wage was willful within the meaning of 29 U.S.C. § 255.

199. As a consequence of Defendants' willful violation of his rights under the FLSA, Plaintiff seeks unpaid minimum wages, plus an equal amount in liquidated damages, and costs and attorneys' fees, pursuant to 29 U.S.C. § 216(b), on behalf of himself and the members of the putative FLSA Collectives .

SEVENTH CLAIM FOR RELIEF

FAIR LABOR STANDARDS ACT – INDIVIDUAL CLAIMS – Against All
Defendants)

200. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

201. Plaintiff brings individual claims for Defendants’ violations of the minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

202. Defendants violated the minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay Plaintiff at least the product of the federal minimum wage of \$7.25 and the total number of hours of labor performed in his final week of work in 2025.

203. As a consequence of Defendants’ violation of their rights under the FLSA, Plaintiff seeks unpaid minimum and overtime wages, plus an equal amount in liquidated damages, and costs and attorneys’ fees, pursuant to 29 U.S.C. § 216(b).

CLAIM FOR DECLARATORY RELIEF

204. Plaintiff incorporates each of the allegations contained in the preceding paragraphs by reference.

205. The named Plaintiff and members of the putative FLSA Collectives and Rule 23 Classes that Plaintiff seeks to represent are in dispute as to their respective rights, privileges, obligations, and liabilities under the NCWHA and the FLSA, and require declaratory relief as to what those respective rights, privileges, obligations, and liabilities are.

JURY DEMAND

206. Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an order:

1. Finding that this Court has jurisdiction over Plaintiff's claims;
2. Granting a jury trial on all issues so triable;
3. Certifying this case as a class action, pursuant to Rule 23(b)(3), Fed. R. Civ. P., under Fed. R. Civ. P. 23 as to Claims for Relief One, Two, Three, and Five, naming Plaintiff Fernando Javier Luna Rodríguez as Class Representative, and appointing Plaintiff's attorneys as Class Counsel;
4. Declaring this action to be maintainable as a FLSA collective action as to Claim for Relief Six pursuant to 29 U.S.C. § 216(b), allowing Plaintiff to provide notice of this action to potential opt-in plaintiffs, and allowing those individuals who choose to do so to opt-in to this action;
5. Declaring that the Defendants violated the FLSA (Claims for Relief Six and Seven) and the NCWHA (Claims for Relief Three and Four);
6. Declaring that the Avilez Defendants violated the TVPRA (Claim for Relief One and the North Carolina Trafficking Law (Claim for Relief Two));
7. Permanently enjoining the relevant Defendants from further violations of the TVPRA, the North Carolina Trafficking Law, and the NCWHA;
8. Declaring that Defendants, by the acts and omissions described above, willfully violated Plaintiff's rights and the rights of the members of the FLSA Collectives that he seeks to represent under the minimum wage provisions of the FLSA at 29 U.S.C. §§ 206(a) as set forth in Plaintiff's Sixth Claim for Relief;

9. Granting judgment in favor of Plaintiff on his FLSA claims and awarding Plaintiff monetary damages for unpaid minimum wages, plus liquidated damages in an equal amount and interest, costs, and attorneys' fees, as provided by 29 U.S.C. § 216(b);
10. Declaring that Defendants, by the acts and omissions described above, violated Plaintiff's rights and the rights of the members of the 2024 and 2025 Contract Classes under the common law of contracts, as set forth in Plaintiff's Fifth Claim for Relief;
11. Declaring that the Avilez Defendants, by the acts and omissions described above, violated Plaintiff's rights and the rights of the members of the Trafficking Class under the TVPRA at 18 U.S.C. § 1597, as set forth in Plaintiff's First Claim for Relief;
12. Granting judgment in favor of Plaintiff and the members of the NCHWA Class and Subclass on their NCWHA claims and awarding Plaintiff monetary damages for unpaid promised wages, plus liquidated damages in an equal amount and interest, court costs, and attorneys' fees, as provided by N.C. Gen. Stat. § 95-25.6;
13. Granting judgment awarding Plaintiff and the members of the 2024 and 2025 Contract Classes their actual damages for the Defendants' breach of their employment contracts;
14. Granting judgment to Plaintiff and the members of the Trafficking Class and awarding them damages as provided for by statute;
15. Awarding Plaintiff pre- and post-judgment interest, as allowed by law;
16. Awarding Plaintiff and the class members their costs and reasonable attorneys' fees; and
17. Granting such injunctive, declaratory, and further relief as this Court deems just and appropriate.

Respectfully submitted, this the 17th day of April, 2026.

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