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Attorneys for Defendants

Honorable Fred VanSickle

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

OLIVIA MENDOZA and JUANA)
MENDIOLA, individually and on)
behalf of all other similarly situated,)

Plaintiffs,)

vs.)

ZIRKLE FRUIT CO., a Washington)
corporation, MATSON FRUIT)
COMPANY, a Washington corporation)
and SELECTIVE EMPLOYMENT)
AGENCY, INC., a Washington)
corporation,)

Defendants.)

NO. CY-00-3024-FVS

**ANSWER OF DEFENDANT
MATSON FRUIT COMPANY**

Defendant Matson Fruit Co. submits this Answer to the plaintiffs'

Class Action Complaint, and responds to the allegations therein as follows:

1. Denies this action may be appropriately pursued on behalf of the putative class described in Paragraph No. 1 of the Complaint.
2. Admits Matson and Zirkle are corporations engaged in the business of growing, warehousing, packing and selling apples

**ANSWER OF DEFENDANT - 1
MATSON FRUIT COMPANY**

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and other types of produce. Matson Fruit Co. denies every other allegation included in Paragraph No. 2 of the Complaint.

3. Denies every allegation included in Paragraph No. 3 of the Complaint.

4. Admits Selective Employment Agency is a Washington corporation conducting business, employee recruiting and placement in the state of Washington. Matson Fruit Co. denies every other allegation included in Paragraph No. 4 of the Complaint.

5. Denies every allegation included in Paragraph No. 5 of the Complaint.

6. Denies every allegation included in Paragraph No. 6 of the Complaint.

7. Matson Fruit Co. has insufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 7 of the Complaint and, therefore, denies said allegations.

8. Admits that Zirkle Fruit Co. is a Washington corporation, with its principal place of business located in Selah, WA. Matson Fruit Co. denies every other allegation included in Paragraph No. 8 of the Complaint.

- 1 9. Admits that Matson Fruit Co. is a Washington corporation, with
2 its principal place of business located in Selah, WA. Matson
3 Fruit Co. denies every other allegation included in Paragraph No.
4 9 of the Complaint.
5
6 10. Admits that Selective Employment Agency is a Washington
7 corporation, with its principal place of business located in
8 Yakima, WA. Matson Fruit Co. denies every other allegation
9 included in Paragraph No. 10 of the Complaint.
10
11 11. Admits this court has subject matter jurisdiction over Count I of
12 the Complaint alleging violation of the Racketeer Influenced and
13 Corrupt Organizations Act. Matson Fruit Co. denies that it
14 would be appropriate for the court to exercise supplemental
15 jurisdiction over Count II of the Complaint alleging violation of
16 state common law.
17
18 12. Denies the occurrence of "illegal acts" alleged in Paragraph No.
19 12 of the Complaint. Matson Fruit Co. has insufficient
20 information to form a belief as to the truth of the allegation that
21 the plaintiffs are or were resident or domiciled within the
22 geographic boundaries of the Eastern District of Washington
23 and, therefore, denies said allegation. Matson Fruit Co. admits it

1 and Zirkle Fruit Co. are located in the Eastern District of
2 Washington, and that venue is properly within this District.

3 13. Denies this action may be appropriately pursued as a class
4 action, or on behalf of the putative class described in Paragraph
5 No. 13 of the Complaint, pursuant to Fed. R. Civ. P. 23(b)(2) or
6 (b)(3).
7

8 14. Denies every allegation included in Paragraph No. 14 of the
9 Complaint.
10

11 15. Denies every allegation included in Paragraph Nos. 15(a)
12 through 15(g) of the Complaint.

13 16. Denies every allegation included in Paragraph No. 16 of the
14 Complaint.

15 17. Matson Fruit Co. has insufficient information to form a belief as
16 to the truth of the allegations included in Paragraph No. 17 of the
17 Complaint and, therefore, denies said allegations.

18 18. Denies every allegation included in Paragraph No 18, and in
19 Paragraph Nos. 18(a) through 18(d) of the Complaint.
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21 19. Denies every allegation included in Paragraph No. 19 of the
22 Complaint.
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20. Admits the allegations included in Paragraph No. 20 of the Complaint.

21. Matson Fruit Co. has insufficient information to form a belief as to the truth of the allegation that “many of these workers live in poverty” and, therefore, denies said allegation. Matson Fruit Co. admits the remainder of the allegations included in Paragraph No. 21 of the Complaint.

22. Admits Matson Fruit Co. and Zirkle Fruit Co. operate fruit orchards and packing houses, and that they are motivated to avoid excessive labor costs. Matson Fruit Co. further admits the work in the fruit industry has attracted many workers of Mexican citizenship. Matson Fruit Co. denies that it keeps labor costs “as low as possible.” Matson Fruit Co. has insufficient information to form a belief as to the truth of the allegations that “many” of the “Mexican nationals are illegal immigrants who have been smuggled into the U.S. and/or are harbored in the U.S. by relatives, friends and employers” and, therefore, denies said allegations. Matson Fruit Co. denies every other allegation stated in Paragraph No. 22 of the Complaint.

1 23. Admits Matson Fruit Co. had the I-9 Forms maintained for all
2 employees audited by the INS as part of "Operation Snowbird,"
3 and that Matson Fruit Co. was instructed by the INS to terminate
4 workers who the INS determined (sometimes erroneously) to be
5 aliens unauthorized to work in the United States. Matson Fruit
6 Co. denies every other allegation included in Paragraph No. 23
7 of the Complaint.
8

9 24. Admits the INS completed audits of the I-9 Forms and other
10 personnel records maintained by Matson Fruit Co. Matson Fruit
11 Co. denies every other allegation included in Paragraph No. 24
12 of the Complaint.
13

14 25. Denies every allegation included in Paragraph No. 25 of the
15 Complaint.
16

17 26. Denies every allegation included in Paragraph No. 26 of the
18 Complaint.
19

20 27. Admits the INS examined, in 1998, I-9 Forms maintained by
21 Matson Fruit Co. for 123 current employees, and determined that
22 62 employees (50%) had used fraudulent documents purportedly
23 establishing their authorization to work. Matson Fruit Co.
admits the INS examined, in 1998, a total of 661 I-9 Forms

1 maintained for current and former employees, and determined
2 that 493 employees (74%) had used fraudulent documents
3 purportedly establishing their authorization to work. Matson
4 Fruit Co. denies every other allegation included in Paragraph No.
5 27 of the Complaint.
6

7 28. Denies every allegation included in Paragraph No. 28 of the
8 Complaint.

9 29. Denies every allegation included in Paragraph No. 29 of the
10 Complaint.

11 30. Denies every allegation included in Paragraph No. 30 of the
12 Complaint.

13 31. Denies every allegation included in Paragraph No. 31 of the
14 Complaint.

15 32. Matson Fruit Co. has insufficient information to form a belief as
16 to the truth of the allegations stated in Paragraph No. 32 of the
17 Complaint and, therefore, denies said allegations.
18

19 33. Denies every allegation included in Paragraph No. 33 of the
20 Complaint.
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22 34. Denies every allegation included in Paragraph No. 34 of the
23 Complaint.

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35. Admits the first sentence included in Paragraph No. 35 of the Complaint, setting forth the language of the employer's certification on the I-9 Form. Matson Fruit Co. denies every other allegation included in Paragraph No. 35 of the Complaint.

36. Denies every allegation included in Paragraph No. 36 of the Complaint.

37. Denies every allegation included in Paragraph No. 37 of the Complaint.

38. Denies every allegation included in Paragraph No. 38 of the Complaint.

39. Denies every allegation included in Paragraph No. 39 of the Complaint.

40. Denies the allegation of "close cooperation," and denies the allegation of a "joint venture" existing between Matson Fruit Co. and Selective Employment Agency. Matson Fruit Co. admits the remaining allegations included in Paragraph No. 40 of the Complaint.

41. Denies every allegation included in Paragraph No. 41 of the Complaint.

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42. On information and belief, Matson Fruit Co. admits Selective's usual manner of conducting business is to reject candidates for employment if they offer suspect forms of work authorization documents. Matson Fruit Co. denies every other allegation included in Paragraph No. 42 of the Complaint.

43. Denies every allegation included in Paragraph No. 43 of the Complaint.

44. Denies every allegation included in Paragraph No. 44 of the Complaint.

45. Denies every allegation included in Paragraph No. 45 of the Complaint.

46. Denies every allegation included in Paragraph No. 46 of the Complaint.

47. Denies every allegation included in Paragraph No. 47 of the Complaint.

48. Denies that Paragraph No. 48 of the Complaint fully or accurately states the applicable law.

49. Declines to answer Paragraph No. 49 of the Complaint, which includes no allegation of any facts.

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50. Denies every allegation included in Paragraph No. 50 of the Complaint.

51. In answer to Paragraph No. 51 of the Complaint, Matson Fruit Co. incorporates its preceding responses as if fully set forth.

52. Admits Matson Fruit Co. is a "person" as defined by 18 U.S.C. §1961(3). Matson Fruit Co. denies every other allegation included in Paragraph No. 52 of the Complaint.

53. Denies every allegation included in Paragraph No. 53 of the Complaint.

54. Denies every allegation included in Paragraph No. 54 of the Complaint.

55. Denies every allegation included in Paragraph No. 55 of the Complaint.

56. Denies every allegation included in Paragraph No. 56 of the Complaint.

57. In answer to Paragraph No. 57 of the Complaint, Matson Fruit Co. restates and incorporates its foregoing responses to the Complaint.

58. Paragraph 58 of the Complaint does not include any factual allegation, to which Matson Fruit Co. could respond.

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59. Denies every allegation included in Paragraph No. 59 of the Complaint.

60. Denies every allegation included in Paragraph No. 60 of the Complaint.

61. Denies every allegation included in Paragraph No. 61 of the Complaint.

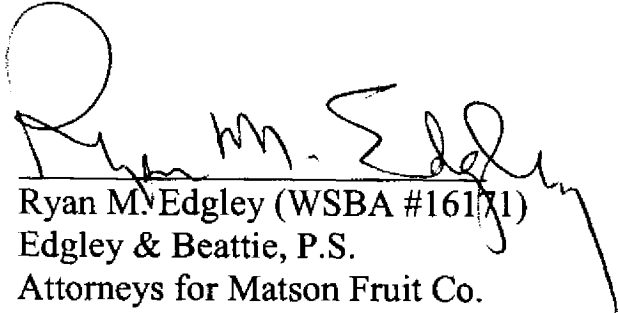
62. Denies every allegation included in Paragraph No. 62 of the Complaint.

FURTHER, AS AFFIRMATIVE DEFENSES, Matson Fruit Co. contends the plaintiffs' claims are barred by the applicable statutes of limitation, estoppel, waiver, consent and payment; and that the plaintiffs have failed to mitigate their damages. Finally, Matson Fruit Co. contends Count II of the Complaint alleging civil conspiracy fails to state a claim on which relief may be granted.

HAVING ANSWERED the plaintiffs' Complaint, Matson Fruit Co. requests the court dismiss the plaintiffs' Complaint, with prejudice; and asks that the court award Matson Fruit Co. its costs and reasonable attorney fees incurred in this matter.

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RESPECTFULLY SUBMITTED this 27th day of November,
2002.



Ryan M. Edgley (WSBA #16171)
Edgley & Beattie, P.S.
Attorneys for Matson Fruit Co.