

GOULD & ASSOCIATES
A PROFESSIONAL LAW CORPORATION
17822 E. 17TH STREET, SUITE 106
CENTRE BUILDING
TUSTIN, CALIFORNIA 92780
TELEPHONE (714) 669-2850
FACSIMILE (714) 544-0800

CERTIFIED MAIL

June 12, 2020

Labor and Workforce Development Agency
Via Electronic Filing

The Fruit Yard, Inc.
Agent for Service: Joseph Traina
7948 Yosemite Blvd.
Modesto, Ca 95357

Re: Employer The Fruit Yard, Inc. with Respect to Tiffany Amaya and other aggrieved employees

Dear Sirs/Madams:

On behalf of our client, aggrieved employee, Tiffany Amaya, we hereby provide you with written notice, pursuant to Labor Code Section 2699 *et seq.*, of The Fruit Yard, Inc.'s ("The Fruit Yard") violations of the provisions of the Labor Code. The relevant facts and bases for recovery are summarized below.

Amaya worked for The Fruit Yard from April 2019 to August 19, 2019 as a team member. Amaya earned an hourly rate of pay of \$12.00 per hour. Amaya writes this letter on behalf of all hourly employees that worked in any position in California.

The Fruit Yard failed to provide meal periods to Amaya when she worked over six (6) hours per day, in accordance with the law. Often times, no meal whatsoever was provided. The Fruit Yard failed to authorize and permit Amaya to take ten (10) minute rest breaks when she worked over four (4) hours per day. The Fruit Yard had a policy and practice of denying hourly employees proper meal periods and rest breaks. The Fruit Yard illegally had Amaya and hourly workers sign on duty meal waivers. Amaya is informed and believes and thereon alleges that other hourly workers were subjected to The Fruit Yard's illegal policies and practices and The Fruit Yard did not provide them with meal periods or authorize and permit them to take rest breaks. Amaya also believes other hourly workers were illegally required to sign on duty meal waivers. Moreover, Amaya is informed and believes that The Fruit Yard takes payments for food menu items purchased by aggrieved employees as partial payment for on duty meal periods. Amaya believes this violates California's minimum wage laws, as employees are not paid for the time

spent working through their meal periods and constitutes an illegal deduction in violation of California law.

Amaya and aggrieved employees believe The Fruit Yard has violated the following labor code provisions:

- a. The Fruit Yard violated California Labor Code §§ 1174 and 1174.5 by failing to keep accurate records of the hours worked by Amaya and aggrieved employees;
- b. The Fruit Yard violated California Labor Code §§ 201, 203, 204, and 210 by failing to pay all wages due at separation of employment to aggrieved employees and Amaya.
- c. The Fruit Yard violated California Labor Code §§ 226, 226.3, 226.4, and 1194.5 by failing to provide accurate wage statements, including failure to include the correct hourly rates, hours worked, and amount of pay on the paycheck stubs of Amaya and aggrieved employees;
- d. The Fruit Yard violated California Labor Code §§ 226.7 and 512 by failing to provide meal periods and authorize and permit rest breaks to Amaya and aggrieved employees;
- e. The Fruit Yard violated California Labor Code §§ 224, 2802 and 221 by improperly charging back earned wages as payment for work performed during illegal on duty meal periods as to Amaya and aggrieved employees;
- f. The Fruit Yard violated California Labor Code §§ 210, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1195, and 1197.1 by failing to pay all earned minimum wages/hourly wages for all hours worked to Amaya and aggrieved employees.

The Labor and Workforce Development Agency hereby is requested to notify me within 60 days whether it will conduct an investigation into this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael A. Gould', with a stylized, wavy line extending to the right.

Michael A. Gould
Attorney for Plaintiffs