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Superior Court of California,
County of Monterey
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By: Stephanie Mendez, Deputy

Attorneys for Plaintiff Jose Felipe Chavez Alcantar

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

JOSE FELIPE CHAVEZ
ALCANTAR, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other aggrieved employees,

Plaintiff,

vs.

AL PAK LABOR, INC., a California
corporation; ASA FARMS
INCORPORATED, a California
corporation; BRAGA FRESH
FAMILY FARMS, INC., a California
corporation; BRAGA FRESH
FOODS, LLC, a California limited
liability company; BRAGA FRESH
MANAGEMENT, LLC, a California
limited liability company; BRAGA
RANCH, INC., a California
corporation; RJ BRAGA, LLC, a
California limited liability company;
SEBASTIAN HARVESTING, a
California corporation; VALLEY
FARM APPLICATIONS a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV001257

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Jose Felipe Chavez Alcantar, as an aggrieved employee and on behalf of the
2 State of California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as non-exempt employees
8 paid on an hourly and/or piece-rate basis and received at least one wage statement and against
9 whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor
10 Code or any provision regulating hours and days of work in the applicable Industrial Welfare
11 Commission (“IWC”) Wage Order were committed, as set forth in this complaint, at any time
12 between one year prior to the filing of the pre-filing written notice to the Labor and Workforce
13 Development Agency (“LWDA”) in this case on March 3, 2022, until judgment (“non-party
14 Aggrieved Employees”). Plaintiff’s share of civil penalties sought in this action does not
15 exceed \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants each filed a Statement of
3 Information form with the California Secretary of State designating a principal place of
4 business in Soledad, County of Monterey, in accordance with California Corporations Code
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court, because
6 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
7 substantial portion of the transactions and occurrences related to this action occurred in this
8 county.

9 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
10 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
11 attorneys general their current or former employers for various civil penalties for violations of
12 various provisions in the California Labor Code.

13 THE PARTIES

14 6. Plaintiff Jose Felipe Chavez Alcantar is a resident of King City, in Monterey
15 County, California. Defendants employed Plaintiff as a non-exempt employee from
16 approximately December 2020 to February 2021. Plaintiff worked for Defendants as a Cutter
17 at their location in Soledad, California. Plaintiff typically worked eight and a half (8.5) hours
18 or more per day and five (5) days per week. Plaintiff was typically compensated on a piece-
19 rate basis for productive time that varied based on the type of crop harvested, and was
20 sometimes paid an hourly rate of \$14.50 and/or \$14.65 per hour for non-harvesting tasks
21 and/or other nonproductive time. Plaintiff’s job duties included, without limitation,
22 harvesting, cutting, and tying vegetables; cutting and thinning weeds; and filling boxes with
23 vegetables.

24 7. On information and belief, Defendants required some employees, including
25 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
26 employment. On further information and belief, Defendants’ arbitration agreement was and is
27 both procedurally and substantively unconscionable. Specifically, Defendants presented new
28 hires with an Arbitration Agreement during the onboarding process, which had to be reviewed

1 and acknowledged immediately. In fact, employees did not have a meaningful opportunity to
2 negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants'
3 employees for them to sign on a take-it or leave-it basis, along with all of the other on-
4 boarding documents. Further, Defendants did not set forth in the agreement or otherwise
5 provide employees with the rules which will govern the arbitration, instead forcing employees
6 to seek this information out on their own.

7 8. AL PAK LABOR, INC. was and is, upon information and belief, a California
8 corporation, and at all times hereinafter mentioned, an employer whose employees are
9 engaged throughout this county and the State of California.

10 9. ASA FARMS INCORPORATED was and is, upon information and belief, a
11 California corporation, and at all times hereinafter mentioned, an employer whose employees
12 are engaged throughout this county and the State of California.

13 10. BRAGA FRESH FAMILY FARMS, INC. was and is, upon information and
14 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
15 employees are engaged throughout this county and the State of California.

16 11. BRAGA FRESH FOODS, LLC was and is, upon information and belief, a
17 California limited liability company, and at all times hereinafter mentioned, an employer
18 whose employees are engaged throughout this county and the State of California.

19 12. BRAGA FRESH MANAGEMENT, LLC was and is, upon information and
20 belief, a California limited liability company, and at all times hereinafter mentioned, an
21 employer whose employees are engaged throughout this county and the State of California.

22 13. BRAGA RANCH, INC. was and is, upon information and belief, a California
23 corporation, and at all times hereinafter mentioned, an employer whose employees are
24 engaged throughout this county and the State of California.

25 14. RJ BRAGA, LLC was and is, upon information and belief, a California limited
26 liability company, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

28 15. SEBASTIAN HARVESTING was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county and the State of California.

3 16. VALLEY FARM APPLICATIONS was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

6 17. Plaintiff is unaware of the true names or capacities of the Defendants sued
7 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
8 amend the complaint and serve such fictitiously named Defendants once their names and
9 capacities become known.

10 18. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
11 were the partners, agents, owners, or managers of AL PAK LABOR, INC.; ASA FARMS
12 INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; BRAGA FRESH FOODS,
13 LLC; BRAGA FRESH MANAGEMENT, LLC; BRAGA RANCH, INC.; RJ BRAGA, LLC;
14 SEBASTIAN HARVESTING; and VALLEY FARM APPLICATIONS at all relevant times.

15 19. Plaintiff is informed and believes, and thereon alleges, that each and all of the
16 acts and omissions alleged herein was performed by, or is attributable to, AL PAK LABOR,
17 INC.; ASA FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; BRAGA
18 FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT, LLC; BRAGA RANCH, INC.; RJ
19 BRAGA, LLC; SEBASTIAN HARVESTING; VALLEY FARM APPLICATIONS; and/or
20 DOES 1 through 10 (collectively, "Defendants" or "AL PAK"), each acting as the agent,
21 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
22 Defendants and was acting within the course and scope of such agency, employment, joint
23 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any
24 and all Defendants were in accordance with, and represent, the official policy of Defendants.

25 20. At all relevant times, Defendants, and each of them, ratified each and every act
26 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all the other Defendants in proximately causing
28 the damages herein alleged.

21. Plaintiff is informed and believes, and thereon alleges, that each of said

1 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
2 omissions, occurrences, and transactions alleged herein.

3 22. Under California law, Defendants are jointly and severally liable as employers
4 for the violations alleged herein because they have each exercised sufficient control over the
5 wages, hours, working conditions, and employment status of Plaintiff and other non-party
6 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
7 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
8 of employment, determined their rate of pay, and maintained their employment records.
9 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
10 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
11 common-law employment relationship. As joint employers of Plaintiff and other non-party
12 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
13 available to Plaintiff and other non-party Aggrieved Employees under the law.

14 23. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
15 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
16 non-party Aggrieved Employees because Defendants have:

- 17 (a) jointly exercised meaningful control over the work performed by
18 Plaintiff and other non-party Aggrieved Employees;
- 19 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
20 Aggrieved Employees’ wages, hours, and working conditions, including
21 the quantity, quality standards, speed, scheduling, and operative details
22 of the tasks performed by Plaintiff and other non-party Aggrieved
23 Employees;
- 24 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
25 perform work which is an integral part of Defendants’ businesses; and
- 26 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
27 Employees as a matter of economic reality in that Plaintiff and other
28 non-party Aggrieved Employees were dependent on Defendants, who

1 shared the power to set the wages of Plaintiff and other non-party
2 Aggrieved Employees and determined their working conditions, and
3 who jointly reaped the benefits from the underpayment of their wages
4 and noncompliance with other statutory provisions governing their
5 employment.

6 24. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
7 there has existed a unity of interest and ownership between Defendants such that any
8 individuality and separateness between the entities has ceased.

9 25. AL PAK LABOR, INC.; ASA FARMS INCORPORATED; BRAGA FRESH
10 FAMILY FARMS, INC.; BRAGA FRESH FOODS, LLC; BRAGA FRESH
11 MANAGEMENT, LLC; BRAGA RANCH, INC.; RJ BRAGA, LLC; SEBASTIAN
12 HARVESTING; VALLEY FARM APPLICATIONS; and DOES 1 through 10 are therefore
13 alter egos of each other.

14 26. Adherence to the fiction of the separate existence of Defendants would permit
15 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
16 from liability for the wrongful acts committed by them.

17 27. Plaintiff further alleges, upon information and belief, that Defendants AL PAK
18 LABOR, INC.; ASA FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.;
19 BRAGA FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT, LLC; BRAGA RANCH,
20 INC.; RJ BRAGA, LLC; SEBASTIAN HARVESTING; and VALLEY FARM
APPLICATIONS are alter egos of each other for the following reasons:

- 21 (a) On the California Secretary of State's website
22 (<https://bizfileonline.sos.ca.gov/>), AL PAK LABOR, INC.; ASA
23 FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.;
24 BRAGA FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT,
25 LLC; BRAGA RANCH, INC.; RJ BRAGA, LLC; SEBASTIAN
26 HARVESTING; and VALLEY FARM APPLICATIONS share the same
27 entity address, "33750 Moranda Road, Soledad, CA 93960";
28

- 1 (b) On the California Secretary of State’s website, ASA FARMS
2 INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; and
3 VALLEY FARM APPLICATIONS share the same mailing address,
4 “P.O. Box 2284, Salinas, CA 93902”;
- 5 (c) On the California Secretary of State’s website, BRAGA FRESH
6 FOODS, LLC; BRAGA FRESH MANAGEMENT, LLC; BRAGA
7 RANCH, INC.; and RJ BRAGA, LLC share the same mailing address,
8 “P.O. Box 425, Soledad, CA 93960”;
- 9 (d) According to their Statement of Information forms filed with the
10 California Secretary of State, AL PAK LABOR, INC.; ASA FARMS
11 INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.;
12 BRAGA FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT,
13 LLC; BRAGA RANCH, INC.; RJ BRAGA, LLC; SEBASTIAN
14 HARVESTING; and VALLEY FARM APPLICATIONS share the same
15 officers, managers, and/or directors, including, but not limited to:
- 16 i. Rodney Braga, who serves as Chief Executive Officer, Chief
17 Financial Officer, Secretary, and Director for AL PAK LABOR,
18 INC.; Chief Executive Officer and Director for ASA FARMS
19 INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.;
20 BRAGA RANCH, INC.; and SEBASTIAN HARVESTING;
21 Chief Executive Officer and Manager for BRAGA FRESH
22 FOODS, LLC; Manager for BRAGA FRESH MANAGEMENT,
23 LLC and RJ BRAGA, LLC; and Chief Executive Officer, Chief
24 Financial Officer, and Director for VALLEY FARM
25 APPLICATIONS;
- 26 ii. Carson Braga, who serves as Chief Financial Officer, Secretary,
27 and Director for ASA FARMS INCORPORATED and BRAGA
28 FRESH FAMILY FARMS, INC.; Chief Financial Officer and

Director for SEBASTIAN HARVESTING; and Director for VALLEY FARM APPLICATIONS; and

iii. Chris[topher] Braga, who serves as Director for ASA FARMS INCORPORATED and BRAGA FRESH FAMILY FARMS, INC.; Secretary for BRAGA RANCH, INC.; and Secretary and Director for SEBASTIAN HARVESTING and VALLEY FARM APPLICATIONS;

(e) On the California Secretary of State's website, ASA FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; BRAGA FRESH MANAGEMENT, LLC; RJ BRAGA, LLC; SEBASTIAN HARVESTING; and VALLEY FARM APPLICATIONS share the same agent for service of process, Rodney Braga; while AL PAK LABOR, INC.; BRAGA FRESH FOODS, LLC; and BRAGA RANCH, INC. share the same agent for service of process, Deidra Gonzales; and

(f) On information and belief, AL PAK LABOR, INC.; ASA FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; BRAGA FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT, LLC; BRAGA RANCH, INC.; RJ BRAGA, LLC; SEBASTIAN HARVESTING; and VALLEY FARM APPLICATIONS utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

28. Defendants own farming operations that that grow, ship, process, and resell fresh vegetables. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Soledad, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal

1 and rest period policies, to employees throughout California.

2 29. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 30. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their corporate headquarters in Soledad, California, which processes payroll for
11 all non-exempt employees working for Defendants at their various locations and jobsites in
12 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
13 information and belief, Defendants issue the same formatted wage statements to all non-
14 exempt employees in California, irrespective of their work locations. Upon information and
15 belief, Defendants process payroll for departing employees in the same manner throughout the
16 State of California, regardless of the manner in which each employee's employment ends.

17 31. Defendants continue to employ non-exempt employees in California.

18 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
20 and advisors knowledgeable about California labor and wage law, employment and personnel
21 practices, and about the requirements of California law.

22 33. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
23 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
24 were not recorded.

25 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they were obligated to separately compensate Plaintiff and other non-
27 party Aggrieved Employees for rest and recovery periods and/or other nonproductive time
28 when paying them on a piece-rate basis at their regular rate of pay. In violation of the

1 California Labor Code, Defendants failed to separately compensate Plaintiff and other non-
2 party Aggrieved Employees for rest and recovery periods and/or other nonproductive time.

3 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive at least minimum wages for compensation and that they were not receiving at least
6 minimum wages for work that was required to be done off-the-clock. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
8 least minimum wages for work done off-the-clock.

9 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive certain wages for overtime compensation and that they were not receiving certain
12 wages for overtime compensation.

13 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that other non-party Aggrieved Employees were entitled to be paid at a
15 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
16 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
17 compensation, but failed to incorporate all forms of remuneration in calculating the regular
18 rate of pay for other non-party Aggrieved Employees.

19 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
22 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
23 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
24 other non-party Aggrieved Employees were not provided with all meal periods or payment of
25 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
26 uninterrupted, thirty (30) minute meal period.

27 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
2 payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 authorized and permitted to take a compliant rest period. In violation of the California Labor
4 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
5 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
6 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
7 pay when they were not authorized and permitted to take a compliant rest period.

8 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive heat recovery periods in accordance with California law. In violation of the California
11 Labor Code, Plaintiff and other non-party Aggrieved Employees were not provided heat
12 recovery periods or heat recovery period premiums for all missed heat recovery periods.

13 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive complete and accurate wage statements in accordance with California law. In
16 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
17 were not provided complete and accurate wage statements.

18 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that they had a duty to maintain accurate and complete payroll records in
20 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
21 and intentionally failed to do so.

22 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 timely payment of all wages earned upon termination of employment. In violation of the
25 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
26 payment of all wages due, including, but not limited to, overtime wages; minimum wages;
27 compensation for rest and recovery periods and/or other nonproductive time; meal, rest, and
28 recovery period premiums; and/or reporting time pay within permissible time periods.

1 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 timely payment of wages during their employment. In violation of the California Labor Code,
4 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
5 including, but not limited to, overtime wages; minimum wages; compensation for rest and
6 recovery periods and/or other nonproductive time; meal, rest, and recovery period premiums;
7 and/or reporting time pay within permissible time periods.

8 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 be paid reporting time pay when they reported to work for their usual or scheduled shift but
11 were put to work for less than half of the usual or scheduled shift. In violation of the
12 California Labor Code and applicable IWC Wage Order, Defendants did not pay Plaintiff and
13 other non-party Aggrieved Employees all reporting time pay due.

14 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 receive reimbursement for all business-related expenses and costs they incurred during the
17 course and scope of their employment and that they did not receive reimbursement of
18 applicable business-related expenses and costs incurred.

19 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff
21 and other non-party Aggrieved Employees with written notice of the material terms of their
22 employment with Defendants as required by the California Wage Theft Prevention Act, but
23 failed to do so.

24 48. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew or should have known that they had a duty to compensate
26 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
27 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
28 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees

1 that they were properly denied wages, all in order to increase Defendants' profits.

2 49. At all times herein set forth, PAGA provides that any provision of law under
3 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
4 assessed and collected by the LWDA for violations of the California Labor Code and
5 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
6 civil action brought on behalf of themselves and other current or former employees pursuant
7 to procedures outlined in California Labor Code section 2699.3.

8 50. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
9 person who was employed by the alleged violator and against whom one or more of the
10 alleged violations was committed."

11 51. Plaintiff and other current and former employees of Defendants are "aggrieved
12 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
13 or former employees and one or more of the alleged violations were committed against them.

14 52. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
15 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
16 following requirements have been met:

- 17 (a) The aggrieved employee shall give written notice by online filing
18 (hereinafter "Employee's Notice") to the LWDA and by certified mail
19 to the employer of the specific provisions of the California Labor Code
20 alleged to have been violated, including the facts and theories to support
21 the alleged violations.
- 22 (b) An aggrieved employee's notice filed with the LWDA pursuant to
23 2699.3(a) and any employer response to that notice shall be
24 accompanied by a filing fee of seventy-five dollars (\$75).
- 25 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
26 employer and the aggrieved employee by certified mail that it does not
27 intend to investigate the alleged violation within sixty (60) calendar
28 days of the postmark date of the Employee's Notice. Upon receipt of

1 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
2 five (65) calendar days of the postmark date of the Employee's Notice,
3 the aggrieved employee may commence a civil action pursuant to
4 California Labor Code section 2699 to recover civil penalties in addition
5 to any other penalties to which the employee may be entitled.

6 53. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
7 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
8 provision other than those listed in Section 2699.5 after the following requirements have been
9 met:

- 10 (a) The aggrieved employee or representative shall give written notice by
11 online filing to the LWDA and by certified mail to the employer of the
12 specific provisions of the California Labor Code alleged to have been
13 violated (other than those listed in Section 2699.5), including the facts
14 and theories to support the alleged violation.
- 15 (b) An aggrieved employee's notice filed with the LWDA pursuant to
16 2699.3(c) and any employer response to that notice shall be
17 accompanied by a filing fee of seventy-five dollars (\$75).
- 18 (c) The employer may cure the alleged violation within thirty-three (33)
19 calendar days of the postmark date of the notice. The employer shall
20 give written notice by certified mail within that period of time to the
21 aggrieved employee or representative and the agency if the alleged
22 violation is cured, including a description of actions taken, and no civil
23 action pursuant to Section 2699 may commence. If the alleged violation
24 is not cured within the 33-day period, the employee may commence a
25 civil action pursuant to Section 2699.

26 54. On March 3, 2022, Plaintiff provided written notice by online filing to the
27 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
28 Code alleged to have been violated, including facts and theories to support the alleged

1 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
2 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
3 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
4 Plaintiff PAGA Case Number LWDA-CM-871432-22. A true and correct copy of Plaintiff's
5 written notice to the LWDA and Defendants dated March 3, 2022, is attached hereto as
6 "Exhibit 1."

7 55. As of the filing date of this complaint, over 65 days have passed since Plaintiff
8 sent the written notice described above, and the LWDA has not responded that it intends to
9 investigate Plaintiff's claims, and Defendants have not cured the violations.

10 56. Thus, Plaintiff has satisfied the administrative prerequisites under California
11 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
12 violations of California Labor Code sections 201, 202, 204, 226(a), 226.2, 226.7, 510, 512(a),
13 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

14 57. Labor Code section 558(a) provides "[a]ny employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the Industrial Welfare
17 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
20 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
21 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
22 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
23 as a private attorney general, seeks assessment and collection of civil penalties under Labor
24 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
25 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
26 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
27 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
28 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the

1 applicable IWC Wage Order.

2 58. Defendants, at all times relevant to this complaint, were employers or persons
3 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
4 Employees' rights by violating various sections of the California Labor Code as set forth
5 above.

6 59. As set forth below, Defendants have violated numerous provisions of both the
7 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
8 Order.

9 60. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
10 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
11 private attorney general, seeks assessment and collection of civil penalties for himself, all
12 other non-party Aggrieved Employees, and the State of California against Defendants for
13 violations of California Labor Code sections 201, 202, 204, 226(a), 226.2, 226.7, 510, 512(a),
14 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

15 **FIRST CAUSE OF ACTION**

16 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

17 **(Against all Defendants)**

18 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 62. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
21 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
22 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.2,
23 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
24 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
25 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

26 63. Defendants' conduct, as alleged herein, violates numerous sections of the
27 California Labor Code, including, but not limited to, the following:

28 (a) Violation of Labor Code section 226.2 and the applicable IWC wage

1 order for Defendants' failure to compensate Plaintiff and other non-
2 party Aggrieved Employees for rest and recover periods and/or other
3 non-productive time, as set forth below;

4 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
5 the applicable IWC Wage Order for Defendants' failure to compensate
6 Plaintiff and other non-party Aggrieved Employees with at least
7 minimum wages for all hours worked, as set forth below;

8 (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC
9 Wage Order for Defendants' failure to compensate Plaintiff and other
10 non-party Aggrieved Employees with all required overtime pay and
11 failure to properly calculate the overtime rates paid to other non-party
12 Aggrieved Employees, as set forth below;

13 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 and other non-party Aggrieved Employees with meal periods, as set
16 forth below;

17 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to authorize and
19 permit Plaintiff and other non-party Aggrieved Employees to take rest
20 periods, as set forth below;

21 (f) Violation of Labor Code sections 226.7, 516, and 1198 for failure to
22 provide heat recovery periods to Plaintiff and other non-party Aggrieved
23 Employees, as set forth below;

24 (g) Violation of Labor Code sections 226(a) and 1198, and the applicable
25 IWC Wage Order for failure to provide accurate and complete wage
26 statements to Plaintiff and other non-party Aggrieved Employees, as set
27 forth below;

28 (h) Violation of Labor Code sections 1174(d) and 1198, and the applicable

IWC Wage Order for failure to maintain payroll records, as set forth below;

- (i) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;
- (j) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (k) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiff and other non-party Aggrieved Employees were put to work for less than half of their usual or scheduled shifts, as set forth below; and
- (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

**FAILURE TO PROVIDE SEPARATE COMPENSATION FOR REST AND
RECOVERY PERIODS AND/OR OTHER NONPRODUCTIVE TIME
VIOLATION OF LABOR CODE SECTION 226.2**

64. At all relevant times herein, California Labor Code section 226.2 requires employers that utilize a piece-rate compensation plan to separately compensate employees for rest and recovery periods and other nonproductive time at or above specified minimum hourly rates. "Other nonproductive time" is defined by Labor Code section 226.2 as "time under the employer's control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis." Labor Code section 226.2 further requires that employers provide employees compensated on a piece-rate basis with itemized statements stating the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period, and the total hours of other nonproductive time, as specified, the rate of compensation, and the gross wages paid for that time during the pay period.

65. During the relevant time period, Defendants adopted a company-wide

1 compensation plan whereby they paid Plaintiff and other non-party Aggrieved Employees on a
2 piece-rate basis for the performance of certain activities and assignments. For example,
3 Defendants paid Plaintiff a flat rate for each container of cilantro and other vegetables
4 harvested, depending on the type of vegetable. Other non-party Aggrieved Employees were
5 similarly paid on a piece-rate basis for harvesting crops. However, Defendants failed to
6 separately compensate Plaintiff and other non-party Aggrieved Employees for all
7 nonproductive time, including, but not limited to, such non-harvesting activities as traveling to
8 and from work sites on company buses, donning and doffing personal protective equipment
9 (“PPE”), and washing hands pursuant to Defendants’ food safety policies.

10 66. For example, during the relevant time period, Defendants transported Plaintiff
11 and other non-party Aggrieved Employees to and from work sites on company buses, which
12 took 15-30 minutes each time, before and after their scheduled shifts. Regardless of the actual
13 travel time, Plaintiff and other non-party Aggrieved Employees were only paid for 15 minutes
14 of travel time, and were not paid for travel that took more than 15 minutes. As a further
15 example, Plaintiff and other non-party Aggrieved Employees were required to don and doff
16 PPE, such as waterproof overalls and gloves, before and after their scheduled shift start-times
17 and end-times, which would take up to 10 minutes per instance.

18 67. Furthermore, Defendants maintained food safety and employee hygiene
19 policies that mandated that employees thoroughly wash their hands before starting to work at
20 the beginning of their shifts, after their meal periods, and/or after their rest periods.
21 Defendants’ written policy states, in relevant part:

- 22 1. All persons working in direct contact with AL PAK LABOR products,
23 food-contact surfaces, and packaging materials shall comply with
24 hygiene practices while on duty to the extent necessary to protect the
25 produce against contamination.
- 26 2. All persons shall wash hands thoroughly in an adequate hand washing
27 facility to protect against undesirable microorganisms. Hands should
28 be washed prior to starting work, after visiting the toilet, smoking and
eating.
 - a. Wash hands properly from elbow to hand, interior, palm and
back of the hand and between fingers.

1 Plaintiff and other non-party Aggrieved Employees were effectively under the control of
2 Defendants when employees were required to wait in line to wash their hands pursuant to
3 Defendants' policies. For example, Plaintiff remained under the control of Defendants as he
4 waited in line for one of two handwashing stations or sinks to become available and wash his
5 hands, which could take up to five (5) minutes per instance. Thus, Defendants did not
6 accurately record or track the time Plaintiff and other non-party Aggrieved Employees spent
7 traveling to work sites, donning and doffing PPE, or washing their hands, and did not
8 compensate Plaintiff and other non-party Aggrieved Employees for all of this nonproductive
9 time.

10 68. In addition, Defendants had, and continue to have, a company-wide policy of
11 failing to separately pay Plaintiff and/or other non-party Aggrieved Employees for rest and
12 recovery periods as required by law. During the relevant time period, Defendants did not
13 separately pay Plaintiff and/or other non-party Aggrieved Employees paid on a piece-rate
14 basis for rest and recovery periods. Alternatively, to the extent that Defendants did pay other
15 non-party Aggrieved Employees for rest and recovery periods, Defendants did not pay other
16 non-party Aggrieved Employees at the correct rate of pay because Defendants systematically
17 failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses,
18 and/or other forms of remuneration, in the regular rate of pay.

19 69. Defendants also failed to provide Plaintiff and other non-party Aggrieved
20 Employees with itemized statements listing the total hours of all nonproductive time and/or
21 total hours of compensable rest and recovery periods, and other required details regarding
22 payment for nonproductive time and/or rest and recovery periods. Defendants further did not
23 provide Plaintiff and other non-party Aggrieved Employees with itemized statements showing
24 the rates at which they were paid for all nonproductive time and/or rest and recovery periods.

25 70. Defendants' failure to separately compensate Plaintiff and other non-party
26 Aggrieved Employees for all rest and recovery periods and/or other nonproductive time at or
27 above specified minimum hourly rates, as well as Defendants' failure to provide Plaintiff and
28 other non-party Aggrieved Employees with the requisite itemized statements, violates

1 California Labor Code section 226.2. Plaintiff and other non-party Aggrieved Employees are
2 therefore entitled to recover civil penalties pursuant to Labor Code sections 226.3 and/or
3 2699(a), (f), and (g).

4 **FAILURE TO PAY MINIMUM WAGES**

5 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

6 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
7 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
8 to be paid to employees, and the payment of a wage less than the minimum so fixed is
9 unlawful. Compensable work time is defined by the applicable wage order, IWC Wage Order
10 No. 14-2001, as “the time during which an employee is subject to the control of an employer,
11 and includes all the time the employee is suffered or permitted to work, whether or not
12 required to do so.” Cal. Code. Regs. tit. 8, § 11140(2)(G) (defining “Hours Worked”).

13 72. First, during the relevant time period, Defendants paid Plaintiff and other non-
14 party Aggrieved Employees on an hourly basis as an alternative to a piece-rate basis. For
15 example, Plaintiff and other non-party Aggrieved Employees were paid on an hourly basis for
16 the time they spent thinning and pulling weeds from furrows. However, Defendants did not
17 record actual hours worked by Plaintiff and other non-party Aggrieved Employees and/or did
18 not pay them for all hours that they were suffered or permitted to work. On information and
19 belief, Defendants did not provide employees with any mechanism, such as a handwritten
20 timesheet, time clock, or electronic timekeeping system, to track and record their hours
21 worked. Instead, Defendants required Plaintiff and other non-party Aggrieved Employees to
22 sign blank timesheets every day at the start of their shifts. Defendants had their supervisors
23 input all employee time on handwritten timesheets, and thus maintained exclusive control and
24 discretion over employee punch-in and punch-out times. Because Defendants failed to
25 provide Plaintiff and other non-party Aggrieved Employees with any mechanism to record
26 their actual hours worked themselves and, instead, granted Defendants’ supervisors exclusive
27 control and discretion over employee time records, Plaintiff and other non-party Aggrieved
28 Employees were not paid for all time spent performing hourly tasks.

1 73. Moreover, on these timesheets, Defendants' supervisors only entered Plaintiff's
2 and other non-party Aggrieved Employees' shift start-times, shift end-times, meal period start-
3 and end-times, and rest period start- and end-times with the hours they were scheduled,
4 instead of their actual hours worked. Thus, when Defendants' supervisors required Plaintiff
5 and other non-party Aggrieved Employees to perform work outside of their scheduled shifts,
6 such as traveling to and from work sites and donning and doffing PPE as described above,
7 Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for this
8 time worked before and/or after their scheduled shifts.

9 74. Further, Defendants had a company-wide policy and/or practice of rounding
10 employee punch-in and punch-out times to the nearest quarter hour. Upon information and
11 belief, Defendants' rounding policy is, and continues to be, unfair and has, over time, resulted
12 in the underpayment of wages to Plaintiff and other non-party Aggrieved Employees.

13 75. Second, Defendants' donning/doffing and handwashing policies, as described
14 above, also applied to Plaintiff and other non-party Aggrieved Employees when they left their
15 work areas to take their unpaid meal periods, and as a result, Plaintiff and other non-party
16 Aggrieved Employees were not always afforded compliant, uninterrupted thirty (30) minute
17 meal periods during shifts in which they were entitled to receive meal periods. Defendants
18 did not pay Plaintiff and other non-party Aggrieved Employees for the time they continued to
19 perform tasks during meal periods.

20 76. Third, during the relevant time period, Defendants maintained and implemented
21 a company-wide on-premises meal period policy, which mandated that Plaintiff and other
22 non-party Aggrieved Employees remain on the work premises during their meal periods.
23 Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the
24 premises during meal periods, Plaintiff and other non-party Aggrieved Employees were
25 denied the ability to use meal periods freely for their own purposes, such as relaxing in their
26 cars, picking up food, or running personal errands. Thus, Defendants effectively maintained
27 control over Plaintiff and other non-party Aggrieved Employees during unpaid meal periods,
28 but did not pay them for this time.

78. Thus, Defendants did not pay at least minimum wages for all hours worked by Plaintiff and non-party Aggrieved Employees. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

79. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

80. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

4 81. California Labor Code section 1198 and the applicable IWC Wage Order
5 provide that it is unlawful to employ persons without compensating them at a rate of pay
6 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
7 number of hours worked by the person on a daily or weekly basis.

8 82. Specifically, IWC Wage Order No. 14-2001 provides that, effective January 1,
9 2021, employers are and were required to pay employees working more than eight and one-
10 half (8 ½) hours in a day or more than forty-five (45) hours in a workweek, at the rate of time
11 and one-half (1 ½) for all hours worked in excess of eight and one-half (8 ½) hours in a day or
12 more than forty-five (45) hours in a workweek. IWC Wage Order No. 14-2001 further
13 provides that, starting January 1, 2022, employers are and were required to pay employees
14 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
15 the rate of time and one-half (1 ½) times the regular rate of pay for all hours worked in excess
16 of eight (8) hours in a day or more than forty (40) hours in a workweek. An employee’s
17 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
18 employee, including nondiscretionary bonuses and incentive pay.

19 83. Defendants willfully failed to pay all overtime wages owed to Plaintiff and
20 other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other
21 non-party Aggrieved Employees were not paid overtime premiums for all of the hours they
22 worked in excess of the applicable maximum hours in a day and/or in excess of the applicable
23 maximum hours in a week, because all hours that they worked were not recorded.

24 84. As set forth above, Defendants failed to provide Plaintiff and other non-party
25 Aggrieved Employees with an appropriate timekeeping mechanism, such as a time clock or
26 electronic timekeeping system, to accurately track and record their hours worked. Also, as
27 stated above, Defendants maintained a policy and/or practice requiring Plaintiff and other non-
28 party Aggrieved Employees to perform work off-the-clock prior to start of their shifts and

1 after the end of their shifts, including traveling to and from work sites and donning and
2 doffing PPE. In addition, Defendants' practices of rounding employee punch-in and punch-
3 out times to the nearest quarter hour is, and continues to be, unfair and has, over time, resulted
4 in the underpayment of wages to Plaintiff and other non-party Aggrieved Employees. To the
5 extent Defendants' rounding policy took away time worked that was eligible for overtime,
6 Plaintiff and other non-party Aggrieved Employees were denied overtime pay for all hours
7 worked.

8 85. Furthermore, due to Defendants' company-wide policies and/or practices of
9 requiring employees to don and doff PPE, to wash their hands after eating, and to remain on
10 the work premises during meal periods, Plaintiff and other non-party Aggrieved Employees
11 were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise
12 not relieved of all duties during unpaid meal periods.

13 86. Defendants knew or should have known that as a result of these company-wide
14 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
15 their assigned duties off-the-clock before and after their shifts and during meal periods, and
16 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
17 and other non-party Aggrieved Employees sometimes worked shifts of the applicable
18 maximum hours in a day and/or the applicable maximum hours in a week, some of this off-
19 the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-party
20 Aggrieved Employees were not paid overtime wages for all of the overtime hours they
21 actually worked.

22 87. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
23 correct overtime rate for the recorded overtime hours that they generated. In addition to an
24 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
25 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
26 California Labor Code, Defendants failed to incorporate all compensation, including incentive
27 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
28 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during

1 times when other non-party Aggrieved Employees worked overtime and received these other
2 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
3 than required

4 88. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
5 the balance of overtime compensation as required by California law, violates the provisions of
6 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
8 558 and/or 2699(a), (f), and (g).

9 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

10 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

11 89. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
13 non-party Aggrieved Employees' employment by Defendants.

14 90. At all relevant times herein set forth, California Labor Code section 512(a)
15 provides that an employer may not require, cause, or permit an employee to work for a period
16 of more than five (5) hours per day without providing the employee with a meal period of not
17 less than thirty (30) minutes, except that if the total work period per day of the employee is
18 not more than six (6) hours, the meal period may be waived by mutual consent of both the
19 employer and the employee. Under California law, first meal periods must start after no more
20 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

21 91. At all relevant times herein set forth, California Labor Code sections 226.7,
22 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
23 meal period mandated by an applicable order of the IWC.

24 92. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
25 and the applicable IWC Wage Order also require employers to provide a second meal period
26 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
27 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
28 total hours worked is no more than twelve (12) hours, the second meal period may be waived

1 by mutual consent of the employer and the employee only if the first meal period was not
2 waived.

3 93. First, Defendants had, and continue to have, a company-wide policy and/or
4 practice of assigning heavy workloads, including pressuring employees to meet deadlines or
5 productivity requirements. Defendants also had a practice of strictly adhering to a schedule of
6 meal periods, which impeded Plaintiff and other non-party Aggrieved Employees from taking
7 timely, compliant meal periods. Specifically, Defendants' supervisors typically scheduled
8 meal periods to be taken at 11:30 a.m. or 12:00 p.m., and simultaneously pressured Plaintiff
9 and other non-party Aggrieved Employees to complete assigned tasks according to delivery
10 truck and irrigation/pesticide spraying schedules. For example, Plaintiff's and other non-party
11 Aggrieved Employees' meal periods were missed or interrupted twice per month because they
12 had to finish preparing shipments of cilantro for pick-up by delivery trucks and/or they had to
13 finish their work before irrigation/pesticide spraying began. Thus, if Plaintiff and other non-
14 party Aggrieved Employees were still working on their assigned tasks at the designated meal
15 period times, they were not provided a later meal period and would therefore take a shortened
16 meal period or miss their meal period altogether. Consequently, Plaintiff and other non-party
17 Aggrieved Employees were forced to work in excess of five (5) hours before taking a meal
18 period, had their meal periods interrupted, and/or had to forgo their meal periods altogether.
19 For example, because Defendants only permitted meal periods to be taken at 11:30 a.m. or
20 12:00 p.m., Plaintiff took his meal periods late, after the end of his fifth or sixth hour of work,
21 as he regularly clocked in for his shift at 5:30 a.m.

22 94. Second, as stated, Defendants had, and continue to have, company-wide
23 policies and/or practices of requiring employees to don and doff required PPE when leaving
24 their work areas and to thoroughly wash their hands after eating, which shortened Plaintiff's
25 and other non-party Aggrieved Employees' meal periods. As a result, Plaintiff and other non-
26 party Aggrieved Employees were not afforded timely, uninterrupted thirty (30) minute meal
27 periods during shifts in which they were entitled to receive meal periods.

28 95. Third, as stated above, in conjunction with these policies and/or practices,

1 Defendants required Plaintiff and other non-party Aggrieved Employees to remain on the job
2 site premises for their meal periods. Because Plaintiff and other non-party Aggrieved
3 Employees were restricted from leaving the premises during meal periods, they were denied
4 the ability to use their meal periods freely for their own purposes, such as relaxing in their
5 cars, picking up food, or running personal errands. Thus, Defendants effectively maintained
6 control over Plaintiff and other non-party Aggrieved Employees during meal periods.

7 96. Fourth, as described above, Defendants did not have a mechanism in place for
8 employees to track and record the start and stop times of their meal periods. Instead,
9 Defendants gave its supervisors exclusive control and discretion over employee punch-in and
10 punch-out times, including meal period start and stop times. Because Plaintiff and other non-
11 party Aggrieved Employees did not have access to the timekeeping system, they were unable
12 to record when their meal periods were missed, late, interrupted, or cut short. Alternatively,
13 Defendants implemented a company-wide policy and practice of automatically deducting meal
14 periods from Plaintiff's and other non-party Aggrieved Employees' time records regardless of
15 whether they had actually received a compliant meal period.

16 97. Fifth, Defendants did not provide Plaintiff and other non-party Aggrieved
17 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
18 hours in one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal
19 period waivers on days that they were entitled to meal periods and were not relieved of all
20 duties.

21 98. At all times mentioned herein, Defendants knew or should have known that as a
22 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
23 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
24 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
25 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

26 99. As described above, Defendants' company-wide policy and/or practice of
27 rounding employee clock-in and clock-out times in its timekeeping system prevented Plaintiff
28 and other non-party Aggrieved Employees from receiving meal period premiums when they

1 took late and/or shortened meal periods. Defendants' rounding policy rounded employees'
2 clock-in and clock-out times in their timekeeping system to the nearest quarter (0.25) of an
3 hour. Thus, to the extent that Defendants' timekeeping system reported that Plaintiff and
4 other non-party Aggrieved Employees were provided with timely, full 30-minute meal periods
5 when, in fact, the meal periods were taken after the fifth hour of work or were less than 30
6 minutes, Plaintiff and other non-party Aggrieved Employees were entitled to a meal period
7 penalty. Plaintiff and other non-party Aggrieved Employees did not receive meal period
8 penalties for these improperly rounded meal periods.

9 100. Furthermore, Defendants engaged in a company-wide practice and/or policy of
10 not paying all meal period premiums owed when compliant meal periods are not provided.
11 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
12 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
13 to the extent that Defendants did pay other non-party Aggrieved Employees for missed, late,
14 and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees at
15 the correct rate of pay for premiums because Defendants systematically failed to include all
16 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
17 of remuneration, in the regular rate of pay.

18 101. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
19 Employees compliant meal periods and failed to pay the full meal period premiums due.
20 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
21 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
22 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
23 2699(a), (f), and (g).

24 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

25 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

26 102. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
28 non-party Aggrieved Employees' employment by Defendants.

1 103. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 104. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest
10 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
11 employer must “relinquish any control over how employees spend their break time, and
12 relieve their employees of all duties—including the obligation that an employee remain on
13 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
14 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

15 105. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
17 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
18 required rest period was not authorized and permitted.

19 106. During the relevant time period, Defendants regularly failed to authorize and
20 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
21 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
22 Defendants’ company-wide practices and/or policies, including assigning of heavy workloads
23 and pressuring employees to meet deadlines or productivity requirements, along with its
24 donning and doffing and handwashing policies, prevented Plaintiff and other non-party
25 Aggrieved Employees from being relieved of all duty to take their rest periods. Additionally,
26 Defendants’ supervisors failed to schedule second rest periods for shifts that exceeded six (6)
27 hours, which further led to Plaintiff and other non-party Aggrieved Employees not being
28 authorized and permitted to take compliant rest periods. Indeed, Plaintiff and other non-party

1 Aggrieved Employees were only authorized and permitted to take second rest periods when
2 they worked 10 hours or more, even though they were entitled to take three (3) rest periods on
3 such shifts.

4 107. Furthermore, during the relevant time period, Defendants maintained and
5 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
6 and other non-party Aggrieved Employees remain on the work premises during their rest
7 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
8 leaving the premises during rest periods, they were denied the ability to use their rest periods
9 freely for their own purposes, such as running personal errands or relaxing in their cars. Thus,
10 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
11 Employees during rest periods.

12 108. As a result of Defendants' practices and policies, Plaintiff and other non-party
13 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
14 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
15 were entitled. For example, Plaintiff never received his second rest period in any 8-hour shift
16 and instead was required to complete the work-related duties Defendants assigned to him.

17 109. Defendants also have engaged in a company-wide practice and/or policy of not
18 paying all rest period premiums owed when compliant rest periods are not authorized and
19 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
20 Employees have not received premium pay for all missed rest periods. Alternatively, to the
21 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
22 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
23 Employees at the correct rate of pay for premiums because Defendants failed to include all
24 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
25 of remuneration, in the regular rate of pay.

26 110. Accordingly, Defendants failed to authorize and permit all compliant rest
27 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the
28 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.

1 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

3 **FAILURE TO PROVIDE HEAT RECOVERY PERIODS**
4 **VIOLATION OF LABOR CODE §§ 226.7, 516, AND 1198, AND CALIFORNIA**
5 **CODE OF REGULATIONS TITLE 8, SECTION 3395**

6 111. At all relevant times herein set forth, the applicable General Industry Safety
7 Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's
8 and other non-party Aggrieved Employees' employment by Defendants.

9 20. At all relevant times, California Labor Code section 226.7(a) defines "recovery
10 period" to mean a cooldown period afforded an employee to prevent heat illness. California
11 Labor Code section 226.7 provides that no employer shall require an employee to work during
12 any recovery period mandated by an applicable order of the California IWC, the Occupational
13 Safety and Health Standards Board, or the Division of Occupational Safety and Health. The
14 applicable General Industry Safety ("GIS") Order provides that "[e]mployees shall have
15 access to potable drinking water . . . located as close as practicable to the areas where
16 employees are working." Cal. Code of Reg., Title 8, § 3395(c). The applicable GIS Order
17 further provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees
18 Fahrenheit, the employer shall have and maintain one or more areas with shade at all times
19 while employees are present that are either open to the air or provided with ventilation or
20 cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade
21 present shall be at least enough to accommodate the number of employees on recovery or rest
22 periods, so that they can sit in a normal posture fully in the shade without having to be in
23 physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a
24 preventative cool-down rest in the shade when they feel the need to do so to protect
25 themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

26 21. During the relevant time period, Defendants violated California Labor Code
27 section 226.7 and California Code of Regulations, Title 8, sections 3395(c) and (d), because
28 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with

1 recovery periods. For example, Plaintiff worked in temperatures up to 95 degrees Fahrenheit,
2 was not provided with drinking water close to his work areas, was not provided a shaded area
3 for recovery near his work areas, and was not permitted to take recovery periods in a shaded
4 area while working at various job sites.

5 22. Defendants also have engaged in a company-wide practice and/or policy of not
6 paying all recovery period premiums owed when compliant recovery periods are not provided.
7 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
8 have not received premium pay for all missed recovery periods. Alternatively, to the extent
9 that Defendants did pay other non-party Aggrieved Employees for missed recovery periods,
10 Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay,
11 because Defendants systematically failed to include all compensation, such as incentive pay,
12 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

13 23. Defendants' conduct violates the applicable General Industry Safety Order and
14 California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
15 Employees are therefore entitled to civil penalties pursuant to Labor Code sections 558 and/or
16 2699(a), (f), and (g).

17 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
18 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

19 112. At all relevant times herein, California Labor Code section 226(a) provides that
20 every employer shall furnish each of his or her employees an accurate and complete itemized
21 wage statement in writing, including, but not limited to, the name and address of the legal
22 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
23 applicable rates of pay.

24 113. During the relevant time period, Defendants have knowingly and intentionally
25 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
26 inaccurate wage statements. For example, Defendants issued uniform wage statements to
27 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
28 earned; total hours worked; the number of piece-rate units earned and any applicable piece

1 rate; net wages earned; and all applicable hourly rates in effect during the pay period,
2 including rates of pay for overtime wages; compensation for rest and recovery periods; and/or
3 meal, rest, and recovery period premiums, and the corresponding number of hours worked at
4 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(3),
5 226(a)(5), and 226(a)(9).

6 114. Because Defendants did not record the time Plaintiff and other non-party
7 Aggrieved Employees spent working off-the-clock, improperly rounded Plaintiff's and other
8 non-party Aggrieved Employees' hours worked, and/or failed to provide itemized statements
9 listing the total hours of all rest and recovery periods and/or other nonproductive time and
10 other required details regarding payment for rest and recovery periods and/or other
11 nonproductive time, Defendants did not list the correct amount of gross wages and net wages
12 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
13 226(a)(1) and section 226(a)(5), respectively. For the same reasons, Defendants failed to
14 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
15 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
16 pay in effect during the pay period and the corresponding accurate number of hours worked at
17 each hourly rate, in violation of section 226(a)(9). Moreover, Defendants failed to list the
18 number of piece-rate units earned and any applicable piece rate for Plaintiff and/or other non-
19 party Aggrieved Employees who were paid on a piece-rate basis in violation of section
20 226(a)(3).

21 115. Additionally, because Defendants did not calculate other non-party Aggrieved
22 Employees' regular rate of pay correctly for purposes of paying overtime wages;
23 compensation for rest and recovery periods; and/or meal, rest, and recovery period premiums,
24 Defendants did not list the correct amount of gross wages in compliance with section
25 226(a)(1). For the same reason, Defendants also failed to list the correct amount of net wages
26 in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly
27 rates in effect during the pay period, namely, correct rates of pay for overtime wages;
28 compensation for rest and recovery periods; and/or meal, rest, and recovery period premiums,

1 in violation of section 226(a)(9).

2 116. The wage statement deficiencies also include, among other things, failing to list
3 all deductions; failing to list the inclusive dates of the period for which aggrieved employees
4 were paid; failing to list the name of the employee and only the last four digits of his or her
5 social security number or an employee identification number other than a social security
6 number; failing to list the name and address of the legal entity that is the employer; and/or
7 failing to state all hours worked as a result of not recording or stating the hours they worked
8 off-the-clock.

9 117. California Labor Code section 1174(d) provides that “[e]very person employing
10 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
11 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
12 plants or establishments at which employees are employed, payroll records showing the hours
13 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
14 applicable piece rate paid to, employees employed at the respective plants or
15 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
16 civil penalty if they fail to maintain accurate and complete records as required by section
17 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
18 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
19 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
20 as a result of failing to record the off-the-clock hours that they worked and improperly
21 rounding Plaintiff’s and other non-party Aggrieved Employees’ total hours worked.

22 118. California Labor Code section 1198 provides that the maximum hours of work
23 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
24 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
25 employment of any employees for longer hours than those fixed by the order or under
26 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
27 Wage Order, employers are required to keep accurate time records showing when the
28 employee begins and ends each work period and meal period. During the relevant time

1 period, Defendants engaged in company-wide practices and/or policies of failing to record
2 actual hours worked (including falsifying time records by recording that compliant meal
3 periods were taken regardless of if or when meal periods were actually taken), and thereby
4 failed to keep accurate records of work and meal period start and stop times for Plaintiff and
5 other non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of
6 Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
7 second 30-minute meal periods to which they were entitled, Defendants kept no records of
8 meal start and end times for second meal periods.

9 119. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

12 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

13 **VIOLATION OF LABOR CODE SECTION 204**

14 120. At all relevant times herein set forth, California Labor Code section 204
15 requires that all wages earned by any person in any employment between the 1st and the 15th
16 days, inclusive, of any calendar month, other than those wages due upon termination of an
17 employee, are due and payable between the 16th and the 26th day of the month during which
18 the labor was performed. Labor Code section 204 further provides that all wages earned by
19 any person in any employment between the 16th and the last day, inclusive, of any calendar
20 month, other than those wages due upon termination of an employee, are due and payable
21 between the 1st and the 10th day of the following month.

22 121. At all relevant times herein, California Labor Code section 204 also requires
23 that all wages earned for labor in excess of the normal work period shall be paid no later than
24 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
25 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
26 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
27 more than seven (7) calendar days following the close of the payroll period.

28 122. During the relevant time period, Defendants willfully failed to pay Plaintiff and

1 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
2 wages; minimum wages; compensation for rest and recovery periods and/or other
3 nonproductive time; meal, rest, and recovery period premiums; and/or reporting time pay,
4 within the time periods specified by California Labor Code section 204.

5 123. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

7 **FAILURE TO PAY WAGES UPON TERMINATION**

8 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

9 124. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
10 that if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
12 her employment, his or her wages shall become due and payable not later than seventy-two
13 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
14 his or her intention to quit, in which case the employee is entitled to his or her wages at the
15 time of quitting.

16 125. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
17 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
18 above, including but not limited to, overtime wages; minimum wages; compensation for rest
19 and recovery periods and/or other nonproductive time; meal, rest, and recovery period
20 premiums; and/or reporting time pay, either at the time of discharge, or within seventy-two
21 (72) hours of their leaving Defendants' employ.

22 126. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
23 who are no longer employed by Defendants their wages earned and unpaid at the time of
24 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
25 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
26 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
27 2699(a), (f), and (g).

28 //

FAILURE TO PAY REPORTING TIME PAY**VIOLATION OF LABOR CODE SECTION 1198**

127. California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

128. California Code of Regulations, Title 8, section 11140(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

129. Upon information and belief, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11140(5)(A), because Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time pay when they reported to work for their scheduled shift, but were put to work for less than half of the usual or scheduled day’s work. Defendants had a company-wide practice of sending Plaintiff and other non-party Aggrieved Employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff and other non-party Aggrieved Employees for half of their usual or scheduled shift. For example, there were instances where Plaintiff reported to work for his scheduled shift, but was told to go home two (2) hours into his shift due to inclement weather. Although Plaintiff and other non-party Aggrieved Employees would report to work based on the

1 schedule that Defendants provided to them, Defendants would send them home before they
2 had worked at least half of their usual or scheduled shifts without giving them reporting time
3 pay.

4 130. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
5 properly compensated with reporting time pay in violation of California Labor Code section
6 1198 and California Code of Regulations, Title 8, section 11140(5)(A). Plaintiff and other
7 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
8 Labor Code sections 2699(a), (f), and (g).

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **VIOLATION OF LABOR CODE SECTION 2802**

11 131. At all times herein set forth, California Labor Code section 2802 provides that
12 an employer must reimburse employees for all necessary expenditures and losses incurred by
13 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
14 to prevent employers from passing off their cost of doing business and operating expenses on
15 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
16 (2014). The applicable wage order, IWC Wage Order No. 14-2001, provides that: "[w]hen
17 tools or equipment are required by the employer or are necessary to the performance of a job,
18 such tools and equipment shall be provided and maintained by the employer, except that an
19 employee whose wages are at least two (2) times the minimum wage provided herein may be
20 required to provide and maintain hand tools and equipment customarily required by the trade
21 or craft."

22 132. Defendants had, and continue to have, a company-wide policy of requiring
23 Plaintiff and other non-party Aggrieved Employees to travel in their own personal vehicles to
24 and from Defendants' main yard to other Defendants work sites, but failed to reimburse them
25 for all costs of travel, including mileage. For example, Plaintiff was sometimes required to
26 report to Defendants' main yard at the beginning of his shift to find out what field he was
27 assigned to, and then proceed to drive his personal vehicle to his assigned work site.
28 Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize

1 their own personal vehicles to complete these work-related duties, Defendants never
2 reimbursed them for all of their travel expenses or mileage.

3 133. Defendants could have provided Plaintiff and other non-party Aggrieved
4 Employees with the actual equipment for use on the job, such as company vehicles. Or,
5 Defendants could have reimbursed employees for their mileage and travel expenses. Instead,
6 Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved
7 Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
8 wage.

9 134. Defendants' company-wide policy and/or practice of not reimbursing
10 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
11 and other non-party Aggrieved Employees violates California Labor Code section 2802.
12 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
13 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

14 **REQUEST FOR JURY TRIAL**

15 Plaintiff requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
18 judgment against Defendants, jointly and severally, as follows:

19 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
20 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
21 amount.

22 **As to the First Cause of Action**

23 2. That the Court declare, adjudge and decree that Defendants violated the
24 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
25 Employees: 226.2 (by failing to compensate for rest and recovery periods and/or other non-
26 productive time); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages
27 for all hours worked); 510 and 1198 (by failing to pay all overtime compensation); 226.7,
28 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to

1 authorize and permit all rest periods); 226.7, 516, and 1198 (by failing to provide heat
2 recovery periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
3 and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages
4 upon termination); 204 (by failing to timely pay all earned wages during employment); 1198
5 and the applicable IWC Wage Order (by failing to provide reporting time pay); and 2802 (by
6 failing to reimburse business expenses);

7 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
8 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
9 204, 226(a), 226.2, 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

10 4. For attorneys' fees and costs pursuant to California Labor Code section
11 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
12 Labor Code sections 201, 202, 204, 226(a), 226.2, 226.7, 510, 512(a), 516, 1174(d), 1182.12,
13 1194, 1197, 1198, and 2802;

14 5. For pre-judgment and post-judgment interest as provided by law; and

15 6. For such other and further relief as the Court may deem equitable and
16 appropriate.

17
18 Dated: May 9, 2022

Respectfully submitted,

19 Capstone Law APC

20
21 By: 
22 Orlando Villalba
23 Helga Hakimi
24 Roxanna Tabatabaepour

25 Attorneys for Plaintiff Jose Felipe Chavez
26 Alcantar
27
28

EXHIBIT “1”

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

March 3, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Jose Felipe Chavez Alcantar v. AL PAK Labor, Inc., et al.*

Dear PAGA Administrator:

This office represents Jose Felipe Chavez Alcantar in connection with his claims under the California Labor Code. Mr. Chavez Alcantar was an employee of AL PAK LABOR, INC.; ASA FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; BRAGA FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT, LLC; BRAGA RANCH, INC.; RJ BRAGA, LLC; SEBASTIAN HARVESTING; and/or VALLEY FARM APPLICATIONS. For the purpose of this letter, Mr. Chavez Alcantar collectively refers to these entities as "AL PAK."

The employers may be contacted directly at the addresses below:

AL PAK LABOR, INC.
33750 MORANDA ROAD
SOLEDAD CA 93960

AL PAK LABOR, INC.
P O BOX 66
SOLEDAD CA 93960

ASA FARMS INCORPORATED
33750 MORANDA RD
SOLEDAD CA 93960

ASA FARMS INCORPORATED
PO BOX 2284
SALINAS CA 93902

BRAGA FRESH FAMILY FARMS, INC.
33750 MORANDA RD
SOLEDAD CA 93960

BRAGA FRESH FAMILY FARMS, INC.
PO BOX 2284
SALINAS CA 93902

BRAGA FRESH FOODS, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

BRAGA FRESH FOODS, LLC
PO BOX 425
SOLEDAD CA 93960

BRAGA FRESH MANAGEMENT, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

BRAGA FRESH MANAGEMENT, LLC
PO BOX 425
SOLEDAD CA 93960

BRAGA RANCH, INC.
33750 MORANDA ROAD
SOLEDAD CA 93960

BRAGA RANCH, INC.
P.O. BOX 425
SOLEDAD CA 93960

RJ BRAGA, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

RJ BRAGA, LLC
PO BOX 425
SOLEDAD CA 93960

SEBASTIAN HARVESTING
33750 MORANDA RD
SOLEDAD CA 93960

SEBASTIAN HARVESTING
PO BOX 546
SOLEDAD CA 93960

VALLEY FARM APPLICATIONS
107 HWY 101 NORTH STE C
SOLEDAD CA 93960

VALLEY FARM APPLICATIONS
PO BOX 2284
SOLEDAD CA 93902

Mr. Chavez Alcantar intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Chavez Alcantar seeks relief on behalf of himself, the State of California, and other persons who are or were employed by AL PAK as a non-exempt employee paid on an hourly and/or piece-rate basis in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

AL PAK employed Mr. Chavez Alcantar as a non-exempt Cutter from approximately August 2015 to August 2021. Mr. Chavez Alcantar worked for AL PAK at its location in Soledad, California. During his employment, Mr. Chavez Alcantar typically worked eight and a half (8.5) hours or more per day and five (5) days per week. Mr. Chavez Alcantar was typically compensated on a piece-rate basis for productive time that varied based on the type of crop harvested, and was sometimes paid an hourly rate of \$14.50 and/or \$14.65 per hour for non-harvesting tasks and/or other nonproductive time. Mr. Chavez Alcantar's primary job duties included, without limitation, harvesting, cutting, and tying vegetables; cutting and thinning weeds; and filling boxes with vegetables. AL PAK committed one or more of the following Labor Code violations against Mr. Chavez Alcantar, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

AL PAK's Company-Wide and Uniform Payroll and HR Practices

AL PAK LABOR, INC.; ASA FARMS INCORPORATED; BRAGA FRESH FAMILY FARMS, INC.; BRAGA RANCH, INC.; SEBASTIAN HARVESTING; and VALLEY FARM APPLICATIONS are California corporations, while BRAGA FRESH FOODS, LLC; BRAGA FRESH MANAGEMENT, LLC; and RJ BRAGA, LLC are California limited liability companies. Together, they own farming operations that grow, ship, process, and resell fresh vegetables. Upon information and belief, AL PAK maintains a single, centralized Human Resources (HR) department at its company headquarters in

¹ These facts, theories, and claims are based on Mr. Chavez Alcantar's experience and counsel's review of those records currently available relating to Mr. Chavez Alcantar's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Chavez Alcantar reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Soledad, California, for all non-exempt employees working for AL PAK in California, including Mr. Chavez Alcantar and other aggrieved employees. At all relevant times, AL PAK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt employees in California, including Mr. Chavez Alcantar and other aggrieved employees, regardless of its location or position.

Upon information and belief, AL PAK maintains a centralized Payroll department at its company headquarters in Soledad, California, which processes payroll for all non-exempt employees working for AL PAK in California, including Mr. Chavez Alcantar and other aggrieved employees. Further, AL PAK issues the same formatted wage statements in the same manner for all non-exempt employees working in California, including Mr. Chavez Alcantar and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, AL PAK utilized the same methods and formulas when calculating wages due to Mr. Chavez Alcantar and other aggrieved employees in California.

Violation of California Labor Code § 226.2 – Failure to Separately Compensate for Rest and Recovery Periods and/or Other Nonproductive Time

California Labor Code section 226.2 requires employers that utilize a piece-rate compensation plan to separately compensate employees for rest and recovery periods and other nonproductive time at or above specified minimum hourly rates. "Other nonproductive time" is defined by Labor Code section 226.2 as "time under the employer's control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis." Labor Code section 226.2 further requires that employers provide employees compensated on a piece-rate basis with itemized statements stating the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period, and the total hours of other nonproductive time, as specified, the rate of compensation, and the gross wages paid for that time during the pay period.

During the relevant time period, AL PAK adopted a company-wide compensation plan whereby it paid Mr. Chavez Alcantar and other aggrieved employees on a piece-rate basis for the performance of certain activities and assignments. For example, AL PAK paid Mr. Chavez Alcantar a flat rate for each container of cilantro and other vegetables harvested, depending on the type of vegetable. Other aggrieved employees were similarly paid on a piece-rate basis for harvesting crops. However, AL PAK failed to separately compensate Mr. Chavez Alcantar and other aggrieved employees for all nonproductive time, including, but not limited to, such non-harvesting activities as traveling to and from work sites on company buses, donning and doffing personal protective equipment ("PPE"), and washing hands pursuant to AL PAK's food safety policies. For example, during the relevant time period, AL PAK transported Mr. Chavez Alcantar and other aggrieved employees to and from work sites on company buses, which took 15-30 minutes each time, before and after their scheduled shifts. Regardless of the actual travel time, Mr. Chavez Alcantar and other aggrieved employees were only paid for 15 minutes of travel time, and were not paid for travel that took more than 15 minutes. As a further example Mr. Chavez Alcantar and other aggrieved employees were required to don and doff PPE, such as waterproof overalls and gloves, before and after their scheduled shift start-times and end-times, which would take up to 10 minutes per instance.

Furthermore, AL PAK maintained food safety and employee hygiene policies that mandated that employees thoroughly wash their hands before starting to work at the beginning of their shifts, after their meal periods, and/or after their rest periods. AL PAK's written policy states, in relevant part:

1. All persons working in direct contact with **AL PAK LABOR** products, food-contact surfaces, and packaging materials shall comply with hygiene practices

while on duty to the extent necessary to protect the produce against contamination.

2. All persons shall wash hands thoroughly in an adequate hand washing facility to protect against undesirable microorganisms. Hands should be washed prior to starting work, after visiting the toilet, smoking and eating.
 - a. Wash hands properly from elbow to hand, interior, palm and back of the hand and between fingers.

Mr. Chavez Alcantar and other aggrieved employees were effectively under the control of AL PAK when employees were required to wait in line to wash their hands pursuant to AL PAK's policies. For example, Mr. Chavez Alcantar remained under the control of AL PAK as he waited in line for one of two handwashing stations or sinks to become available and wash his hands, which could take up to five (5) minutes per instance. Thus, AL PAK did not accurately record or track the time Mr. Chavez Alcantar and other aggrieved employees spent traveling to work sites, donning and doffing PPE, or washing their hands, and did not compensate Mr. Chavez Alcantar and other aggrieved employees for all of this nonproductive time.

In addition, AL PAK had, and continues to have, a company-wide policy of failing to separately pay other aggrieved employees for rest and recovery periods as required by law. During the relevant time period, AL PAK did not separately pay other aggrieved employees paid on a piece-rate basis for rest and recovery periods. Alternatively, to the extent that AL PAK did pay other aggrieved employees for rest and recovery periods, AL PAK did not pay other aggrieved employees at the correct rate of pay because AL PAK systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

AL PAK also failed to provide Mr. Chavez Alcantar and other aggrieved employees with itemized statements listing the total hours of all nonproductive time and/or total hours of compensable rest and recovery periods, and other required details regarding payment for nonproductive time and/or rest and recovery periods. AL PAK further did not provide Mr. Chavez Alcantar and other aggrieved employees with itemized statements showing the rates at which they were paid for all nonproductive time and/or rest and recovery periods.

AL PAK's failure to separately compensate Mr. Chavez Alcantar and other aggrieved employees for all rest and recovery periods and other nonproductive time at or above specified minimum hourly rates, as well as AL PAK's failure to provide Mr. Chavez Alcantar and other aggrieved employees with the requisite itemized statements, violates California Labor Code section 226.2.

Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226.3 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in the applicable Industrial Welfare Commission ("IWC") Wage Order Wage Order No. 14-2001, as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

First, during the relevant time period, AL PAK paid Mr. Chavez Alcantar and other aggrieved employees on an hourly basis as an alternative to a piece-rate basis. For example, Mr. Chavez Alcantar and other aggrieved employees were paid on an hourly basis for the time they spent thinning and pulling weeds from furrows. However, AL PAK did not record actual hours worked by Mr. Chavez Alcantar and other aggrieved employees and/or did not pay them for all hours that they were suffered or permitted to work. On information and belief, AL PAK did not provide employees with any mechanism, such as a handwritten timesheet, time clock, or electronic timekeeping system, to track and record their hours worked. Instead, AL PAK required Mr. Chavez Alcantar and other aggrieved employees to sign blank timesheets every day at the start of their shifts. AL PAK had its supervisors input all employee time on handwritten timesheets, and thus maintained exclusive control and discretion over employee punch-in and punch-out times. Because AL PAK failed to provide Mr. Chavez Alcantar and other aggrieved employees with any mechanism to record their actual hours worked themselves and, instead, granted AL PAK's supervisors exclusive control and discretion over employee time records, Mr. Chavez Alcantar and other aggrieved employees were not paid for all time spent performing hourly tasks.

Moreover, on these timesheets, AL PAK's supervisors only entered Mr. Chavez Alcantar's and other aggrieved employees' shift start-times, shift end-times, meal period start- and end-times, and rest period start- and end-times with the hours they were scheduled, instead of their actual hours worked. Thus, when AL PAK's supervisors required Mr. Chavez Alcantar and other aggrieved employees to perform work outside of their scheduled shifts, such as traveling to and from work sites and donning and doffing PPE as described above, AL PAK did not compensate Mr. Chavez Alcantar and other aggrieved employees for this time worked before and/or after their scheduled shifts.

Further, AL PAK had a company-wide policy and/or practice of rounding employee punch-in and punch-out times to the nearest quarter hour. Upon information and belief, AL PAK's rounding policy is, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Chavez Alcantar and other aggrieved employees.

Second, AL PAK's donning/doffing and handwashing policies, as described above, also applied to Mr. Chavez Alcantar and other aggrieved employees when they left their work areas to take their unpaid meal periods, and as a result, Mr. Chavez Alcantar and other aggrieved employees were not always afforded compliant, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. AL PAK did not pay Mr. Chavez Alcantar and other aggrieved employees for the time they continued to perform tasks during meal periods.

Third, during the relevant time period, AL PAK maintained and implemented a company-wide on-premises meal period policy, which mandated that Mr. Chavez Alcantar and other aggrieved employees remain on the work premises during their meal periods. Because Mr. Chavez Alcantar and other aggrieved employees were restricted from leaving the premises during meal periods, Mr. Chavez Alcantar and other aggrieved employees were denied the ability to use meal periods freely for their own purposes, such as relaxing in their cars, picking up food, or running personal errands. Thus, AL PAK effectively maintained control over Mr. Chavez Alcantar and other aggrieved employees during unpaid meal periods, but did not pay them for this time.

Fourth, AL PAK's company-wide timekeeping practices and/or policies did not permit employees, including Mr. Chavez Alcantar and other aggrieved employees, to accurately track the start and stop times of their meal periods or allow them to report a short, missed, or interrupted meal period. Because AL PAK's supervisors logged the start and stop times of meal periods on timesheets to which Mr. Chavez Alcantar and other aggrieved employees did not have access, AL PAK, upon information and belief, would record that compliant meal periods were taken, even if that was not the case. Alternatively, AL PAK implemented a company-wide practice and/or policy of automatically deducting meal periods from

Mr. Chavez Alcantar's and other aggrieved employees' time records. As a result, because AL PAK's supervisors recorded that 30-minute meal periods were taken, even when meal periods were short, missed, or interrupted, Mr. Chavez Alcantar and other aggrieved employees were not paid for all hours worked.

Accordingly, AL PAK regularly failed to pay at least minimum wages to Mr. Chavez Alcantar and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code section 510 requires employers to pay employees at the overtime rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

Specifically, IWC Wage Order No. 14-2001 provides that, effective January 1, 2021, employers are and were required to pay employees working more than eight and one-half (8 ½) hours in a day or more than forty-five (45) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight and one-half (8 ½) hours in a day or more than forty-five (45) hours in a workweek. IWC Wage Order No. 14-2001 further provides that, starting January 1, 2022, employers are and were required to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

AL PAK willfully failed to pay all overtime wages owed to Mr. Chavez Alcantar and other aggrieved employees. During the relevant time period, Mr. Chavez Alcantar and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of the applicable maximum hours in a day and/or in excess of the applicable maximum hours in a week, because all hours that they worked were not recorded.

As set forth above, AL PAK failed to provide Mr. Chavez Alcantar and other aggrieved employees with an appropriate timekeeping mechanism, such as a time clock or electronic timekeeping system, to accurately track and record their hours worked. Also, as stated above, AL PAK maintained a policy and/or practice requiring Mr. Chavez Alcantar and other aggrieved employees to perform work off-the-clock prior to start of their shifts and after the end of their shifts, including traveling to and from work sites and donning and doffing PPE. In addition, AL PAK's practices of rounding employee punch-in and punch-out times to the nearest quarter hour is, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Chavez Alcantar and other aggrieved employees. To the extent AL PAK's rounding policy took away time worked that was eligible for overtime, Mr. Chavez Alcantar and other aggrieved employees were denied overtime pay for all hours worked.

Furthermore, due to AL PAK's company-wide policies and/or practices of requiring employees to don and doff PPE, to wash their hands after eating, and to remain on the work premises during meal periods, Mr. Chavez Alcantar and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

AL PAK knew or should have known that as a result of these company-wide practices and/or policies, Mr. Chavez Alcantar and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Chavez Alcantar and other aggrieved employees sometimes worked shifts of the applicable maximum hours in a day and/or the applicable maximum hours in a week, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Chavez Alcantar and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, AL PAK did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, AL PAK paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, AL PAK failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, AL PAK failed to pay all overtime wages by paying a lower overtime rate than required.

AL PAK's failure to pay Mr. Chavez Alcantar and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

AL PAK had, and continues to have, a company-wide policy and/or practice of assigning heavy workloads, including pressuring employees to meet deadlines or productivity requirements. AL PAK also had a practice of strictly adhering to a schedule of meal periods, which impeded Mr. Chavez Alcantar and other aggrieved employees from taking timely, compliant meal periods. Specifically, AL PAK's

supervisors typically scheduled meal periods to be taken at 11:30 a.m. or 12:00 p.m., and simultaneously pressured Mr. Chavez Alcantar and other aggrieved employees to complete assigned tasks according to delivery truck and irrigation/pesticide spraying schedules. For example, Mr. Chavez Alcantar's and other aggrieved employees' meal periods were missed or interrupted twice per month because they had to finish preparing shipments of cilantro for pick-up by delivery trucks and/or they had to finish their work before irrigation/pesticide spraying began. Thus, if Mr. Chavez Alcantar and other aggrieved employees were still working on their assigned tasks at the designated meal period times, they were not provided a later meal period and would therefore take a shortened meal period or miss their meal period altogether. As a result, Mr. Chavez Alcantar and other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods.

Consequently, Mr. Chavez Alcantar and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, because AL PAK only permitted meal periods to be taken at 11:30 a.m. or 12:00 p.m., Mr. Chavez Alcantar took his meal periods late, after the end of his fifth or sixth hour of work, as he regularly clocked in for his shift at 5:30 a.m. Additionally, as stated, AL PAK had, and continues to have, company-wide policies and/or practices of requiring employees to don and doff required PPE when leaving their work areas and to thoroughly wash their hands after eating, which shortened Mr. Chavez Alcantar's and other aggrieved employees' meal periods. As a result, Mr. Chavez Alcantar and other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods.

In addition, as stated above, in conjunction with these policies and/or practices, AL PAK required Mr. Chavez Alcantar and other aggrieved employees to remain on the job site premises for their meal periods. Because Mr. Chavez Alcantar and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as relaxing in their cars, picking up food, or running personal errands. Thus, AL PAK effectively maintained control over Mr. Chavez Alcantar and other aggrieved employees during meal periods.

Furthermore, as described above, AL PAK did not have a mechanism in place for employees to track and record the start and stop times of their meal periods. Instead, AL PAK gave its supervisors exclusive control and discretion over employee punch-in and punch-out times, including meal period start and stop times. Because Mr. Chavez Alcantar and other aggrieved employees did not have access to the timekeeping system, they were unable to record when their meal periods were missed, late, interrupted, or cut short. Alternatively, AL PAK implemented a company-wide policy and practice of automatically deducting meal periods from Mr. Chavez Alcantar's and other aggrieved employees' time records regardless of whether they had actually received a compliant meal period.

Additionally, AL PAK did not provide Mr. Chavez Alcantar and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Chavez Alcantar and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, AL PAK knew or should have known that, as a result of its company-wide policies and/or practices, Mr. Chavez Alcantar and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. AL PAK further knew or should have known that it did not pay Mr. Chavez Alcantar and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

As described above, AL PAK's company-wide policy and/or practice of rounding employee clock-in and clock-out times in its timekeeping system prevented Mr. Chavez Alcantar and other aggrieved employees

from receiving meal period premiums when they took late and/or shortened meal periods. AL PAK's rounding policy rounded employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. Thus, to the extent that AL PAK's timekeeping system reported that Mr. Chavez Alcantar and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Chavez Alcantar and other aggrieved employees were entitled to a meal period penalty. Mr. Chavez Alcantar and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Furthermore, AL PAK engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Chavez Alcantar and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that AL PAK did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, AL PAK did not pay other aggrieved employees at the correct rate of pay for premiums because AL PAK systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AL PAK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Chavez Alcantar and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, AL PAK regularly failed to authorize and permit Mr. Chavez Alcantar and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AL PAK's company-wide practices and/or policies, including assigning of heavy workloads and pressuring employees to meet deadlines or productivity requirements, along with its donning and doffing and handwashing policies, prevented Mr. Chavez Alcantar and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, AL PAK's supervisors failed to schedule second rest periods for shifts that exceeded six (6) hours, which further led to Mr. Chavez Alcantar and other aggrieved employees not being authorized and permitted to take compliant rest periods. Indeed, Mr. Chavez Alcantar and other aggrieved employees

were only authorized and permitted to take second rest periods when they worked 10 hours or more, even though they were entitled to take three (3) rest periods on such shifts.

Furthermore, during the relevant time period, AL PAK maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Chavez Alcantar and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Chavez Alcantar and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands or relaxing in their cars. Thus, AL PAK effectively maintained control over Mr. Chavez Alcantar and other aggrieved employees during rest periods.

As a result of AL PAK's practices and policies, Mr. Chavez Alcantar and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Chavez Alcantar never received his second rest period in any 8-hour shift and instead was required to complete the work-related duties AL PAK assigned to him.

AL PAK also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy Mr. Chavez Alcantar and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that AL PAK did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, AL PAK did not pay other aggrieved employees at the correct rate of pay for premiums because AL PAK failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AL PAK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Chavez Alcantar and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[e]mployees shall have access to potable drinking water . . . located as close as practicable to the areas where employees are working." Cal. Code of Reg., Title 8, § 3395(c). The applicable GIS Order further provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, AL PAK violated California Labor Code section 226.7 and California Code of Regulations, Title 8, sections 3395(c) and (d), because AL PAK failed to provide Mr. Chavez Alcantar and other aggrieved employees with recovery periods. For example, Mr. Chavez Alcantar worked in temperatures up to 95 degrees Fahrenheit, was not provided with drinking water close to his work areas, was not provided a shaded area for recovery near his work areas, and was not permitted to take recovery periods in a shaded area while working at various job sites.

AL PAK also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Chavez Alcantar and other aggrieved employees have not received premium pay for all missed recovery periods. Alternatively, to the extent that AL PAK did pay other aggrieved employees for missed recovery periods, AL PAK did not pay other aggrieved employees at the correct rate of pay, because AL PAK systematically failed to include all compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AL PAK failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Chavez Alcantar and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. AL PAK has not provided Mr. Chavez Alcantar and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, AL PAK has knowingly and intentionally provided Mr. Chavez Alcantar and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AL PAK issued uniform wage statements to Mr. Chavez Alcantar and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; the number of piece-rate units earned and any applicable piece rate; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages; compensation for rest and recovery periods; and/or meal, rest, and recovery period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, AL PAK violated sections 226(a)(1), 226(a)(2), 226(a)(3), 226(a)(5), and 226(a)(9).

Because AL PAK did not record the time Mr. Chavez Alcantar and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Chavez Alcantar's and other aggrieved employees' hours worked, and/or failed to provide itemized statements listing the total hours of all rest and recovery periods and/or other nonproductive time and other required details regarding payment for rest and recovery periods and/or other nonproductive time, AL PAK did not list the correct amount of gross wages and net wages earned by Mr. Chavez Alcantar and other aggrieved employees in compliance with section

226(a)(1) and section 226(a)(5), respectively. For the same reasons, AL PAK failed to accurately list the total number of hours worked by Mr. Chavez Alcantar and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9). Moreover, AL PAK failed to list the number of piece-rate units earned and any applicable piece rate for Mr. Chavez Alcantar and/or other aggrieved employees who were paid on a piece-rate basis in violation of section 226(a)(3).

Additionally, because AL PAK did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages; compensation for rest and recovery periods; and/or meal, rest, and recovery period premiums, AL PAK did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, AL PAK also failed to list the correct amount of net wages in violation of section 226(a)(5). AL PAK also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages; compensation for rest and recovery periods; and/or meal, rest, and recovery period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), AL PAK willfully failed to maintain accurate payroll records for Mr. Chavez Alcantar and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Chavez Alcantar's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, AL PAK engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work and meal period start and stop times for Mr. Chavez Alcantar and other aggrieved employees, in violation of section 1198. Furthermore, in light of AL PAK's failure to provide Mr. Chavez Alcantar and other aggrieved employees with second 30-minute meal periods to which they were entitled, AL PAK kept no records of meal start and end times for second meal periods.

Because AL PAK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Chavez Alcantar and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Chavez Alcantar and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, AL PAK willfully failed to pay Mr. Chavez Alcantar and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; compensation for rest and recovery periods and/or other nonproductive time; meal, rest, and recovery period premiums; and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

AL PAK willfully failed to pay Mr. Chavez Alcantar and other aggrieved employees who are no longer employed by AL PAK the earned and unpaid wages set forth above, including but not limited to, overtime wages; minimum wages; compensation for rest and recovery periods and/or other nonproductive time; meal, rest, and recovery period premiums; and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving AL PAK's employ.

Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11140 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11140(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

Upon information and belief, AL PAK violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11140(5)(A), because AL PAK failed to pay Mr. Chavez Alcantar and other aggrieved employees reporting time pay when they reported to work for their scheduled shift, but were put to work for less than half of the regularly scheduled day’s work. AL PAK had a company-wide practice of sending Mr. Chavez Alcantar and other aggrieved employees home early from their shifts, including before they had worked at least half of their regular shift, but would not pay Mr. Chavez Alcantar and other aggrieved employees for half of their scheduled shift. For example, there were instances where Mr. Chavez Alcantar reported to work for his scheduled shift, but was told to go home two (2) hours into his shift due to inclement weather. Although Mr. Chavez Alcantar and other aggrieved employees would report to work based on the schedule that AL PAK provided to them, AL PAK would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Mr. Chavez Alcantar and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11140(5)(A). Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 14-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

AL PAK had, and continues to have, a company-wide policy of requiring Mr. Chavez Alcantar and other aggrieved employees to travel in their own personal vehicles to and from AL PAK's main yard to other AL PAK work sites, but failed to reimburse them for all costs of travel, including mileage. For example, Mr. Chavez Alcantar was sometimes required to report to AL PAK's main yard at the beginning of his shift to find out what field he was assigned to, and then proceed to drive his personal vehicle to his assigned work site. Although AL PAK required Mr. Chavez Alcantar and other aggrieved employees to utilize their own personal vehicles to complete these work-related duties, AL PAK never reimbursed them for all of their travel expenses or mileage.

AL PAK could have provided Mr. Chavez Alcantar and other aggrieved employees with the actual tools for use on the job, such as company vehicles. Or, AL PAK could have reimbursed employees for their mileage and travel expenses. Instead, AL PAK passed these operating costs off onto Mr. Chavez Alcantar and other aggrieved employees. At all relevant times, Mr. Chavez Alcantar did not earn at least two (2) times the minimum wage.

Thus, AL PAK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Chavez Alcantar and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." AL PAK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Chavez Alcantar's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Chavez Alcantar seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Chavez Alcantar, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against AL PAK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.2, 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Chavez Alcantar seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Chavez Alcantar's reasonable attempt to settle his dispute with AL PAK prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform AL PAK of Mr. Chavez Alcantar aforementioned grievances and the proposed remedies as detailed below, while affording AL PAK a reasonable opportunity to satisfy Mr. Chavez Alcantar's demands.

Demand is hereby made that AL PAK shall, within 30 calendar days of this notice, agree, in writing, to the following corrective actions:

1. AL PAK shall pay Mr. Chavez Alcantar all other aggrieved employees employed by AL PAK at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. AL PAK shall comply with all California labor laws and ensure that its non-exempt employees are paid compensation for nonproductive time, minimum wages, and overtime wages for all hours worked and provided lawful meal, rest, and recovery periods, and paid all reporting time pay.
3. AL PAK shall conduct a survey or interview all current and former aggrieved employees in California who worked for AL PAK in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; the number of recovery periods which were not provided; and the number of employees who were required to use their personal vehicles, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. AL PAK shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. AL PAK also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198. Additionally, AL PAK also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more recovery periods, as required by Labor Code sections 226.7, 516, and 1198.
5. AL PAK shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. AL PAK shall provide Mr. Chavez Alcantar and all aggrieved employees employed by AL PAK at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
7. AL PAK shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
8. AL PAK shall implement and maintain one or more work areas with shade at all times while aggrieved employees are present that are either open to the air or provided with ventilation or cooling, shall provide drinking water near work areas, and shall provide heat recovery periods to aggrieved employees.
9. AL PAK shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.

10. AL PAK shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for AL PAK's benefit, including, but not limited to, costs of travel and mileage, as required by Labor Code section 2802.
11. AL PAK shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 14-2001, section 18.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Sairah Budhwani

Copy: AL PAK LABOR, INC. (via U.S. Certified Mail); ASA FARMS INCORPORATED (via U.S. Certified Mail); BRAGA FRESH FAMILY FARMS, INC. (via U.S. Certified Mail); BRAGA FRESH FOODS, LLC (via U.S. Certified Mail); BRAGA FRESH MANAGEMENT, LLC (via U.S. Certified Mail); BRAGA RANCH, INC. (via U.S. Certified Mail); RJ BRAGA, LLC (via U.S. Certified Mail); SEBASTIAN HARVESTING (via U.S. Certified Mail); VALLEY FARM APPLICATIONS (via U.S. Certified Mail)

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33750 MORANDA RD
SOLEDAD CA 93960



9590 9402 6817 1074 4607 30

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4914

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW ^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 4921

BRAGA FRESH FAMILY FARMS, INC.
33750 MORANDA RD
SOLEDAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FAMILY FARMS, INC.
33750 MORANDA RD
SOLEDAD CA 93960



9590 9402 6817 1074 4607 23

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4921

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

EXTRA Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

CW02 V.
AL PAK

7021 1970 0001 3865 4921

Sent To: BRAGA FRESH FAMILY FARMS, INC.
33750 MORANDA RD.
SOLEDAD, CA 93960
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 4938

BRAGA FRESH FOODS, LLC
33750 MORANDA ROAD
SOLEADAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FOODS, LLC
33750 MORANDA ROAD
SOLEADAD CA 93960



9590 9402 6817 1074 4607 16

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4938

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Onice v. Al PAL

Sent to Braga Fresh Foods, LLC.

Street, Apt. No., or PO Box No.

33750 Moranda Rd.

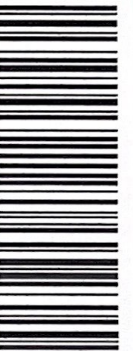
City, State, ZIP+4®

Soledad, CA 93960

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 1970 0001 3865 4945

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	
Extra Services & Fees (check box and fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
Total Postage and Fees	
Postmark Here	
Sent To: Braga Fresh Management, LLC	
Street, Apt. No., or PO Box No. 33750 Moranda Rd.	
City, State, and ZIP+4® Soledad, CA 93960	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

BRAGA FRESH MANAGEMENT, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

9590 9402 6817 1074 4607 09



2. Article Number (Transfer from service label)

7021 1970 0001 3865 4945

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) **C. Date of Delivery**

D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW^{PC}

1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL[®]



7021 1970 0001 3865 4952

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage
\$
Total Postage and Fees

CMVET V.
At PM

Sent To Valley Farm Applications

Street and Apt. No., or PO Box No.

107 HWY 101 NORTH STE C
City State ZIP+4[®]
SOLEDAD, CA 93960

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VALLEY FARM APPLICATIONS
107 HWY 101 NORTH STE C
SOLEDAD CA 93960



9590 9402 6817 1074 4606 93

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4952

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW ^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 1970 0001 3865 2569

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Certified Mail Restricted Delivery

\$

☐ Adult Signature Required

\$

☐ Adult Signature Restricted Delivery

\$

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To **BRAGA RANCH, INC.**

Street, Apt. No. or PO Box No. **33750 MORANDA RD.**

City, State, ZIP+4® **SOLEDAD, CA 93960**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA RANCH, INC.
33750 MORANDA ROAD
SOLEDAD CA 93960



9590 9402 6817 1074 4617 68

2. Article Number (Transfer from service label)

7021 1970 0001 3865 2569

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

Signature

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail (over \$500)

☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW A/C
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 4969

RJ BRAGA, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RJ BRAGA, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960



9590 9402 6817 1074 4606 86

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4969

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

1. Return Receipt (hardcopy) \$

2. Return Receipt (electronic) \$

3. Certified Mail Restricted Delivery \$

4. Adult Signature Restricted Delivery \$

5. Adult Signature Restricted Delivery \$

6. Total Postage and Fees \$

7. Postmark Here

8. Sent To

9. Street and Apt. No. or PO Box No.

10. City, State, ZIP+4®

11. PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7021 1970 0001 3865 4969

RJ BRAGA, LLC
33750 MORANDA RD.
SOLEDAD, CA 93960

CHANGE V.
AT PALE



1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL[™]



7021 1970 0001 3865 4976

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com[®]
OFFICIAL USE

7021 1970 0001 3865 4976

Extra Services & Fees (check box, add fee as appropriate)		Postmark Here
☒ Return Receipt (hardcopy)	\$	
☐ Return Receipt (electronic)	\$	
☐ Certified Mail Restricted Delivery	\$	
☐ Adult Signature Required	\$	Postage
☐ Adult Signature Restricted Delivery	\$	
Total Postage and Fees		Cruz V. At PWC
Sent From Sebastian Harvesting 33750 Moranda Rd. Soledad CA 93960		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEBASTIAN HARVESTING
33750 MORANDA RD
SOLEIDAD CA 93960



9590 9402 6817 1074 4606 79

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4976

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW A/C
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 1970 0001 3865 4983

BRAGA RANCH, INC.
P.O. BOX 425
SOLEDAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA RANCH, INC.
P.O. BOX 425
SOLEDAD CA 93960



9590 9402 6817 1074 4606 55

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4983

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|---|----|
| ☒ Return Receipt (hardcopy) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postmark
Here

Postage

Total Postage and Fees

CHAVEZ V. A
POK

Sent To: BRAGA RANCH, INC.

Street and Apt. No. or PO Box No.

P.O. Box 425

City, State, ZIP+4®

Soledad, CA 93960

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 1970 0001 3865 4990

AL PAK LABOR, INC.
P O BOX 66
SOLEDAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

AL PAK LABOR, INC.
P O BOX 66
SOLEDAD CA 93960

9590 9402 6817 1074 4606 62



COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☒ Addressee
- X
- B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type

- | | |
|--|--|
| ☐ Adult Signature Restricted Delivery | ☐ Priority Mail Express® |
| ☒ Certified Mail® | ☐ Registered Mail™ |
| ☐ Certified Mail Restricted Delivery | ☐ Registered Mail Restricted Delivery |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Restricted Delivery |
| ☐ Insured Mail (over \$500) | |

Domestic Return Receipt

7021 1970 0001 3865 4990

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|---|----|
| ☒ Return Receipt (hardcopy) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

Total Postage and Fees

0002-1 AL PAK

Sent To AL PAK LABOR, INC.

Street and Apt. No., or P.O. Box No.

P.O. Box 66

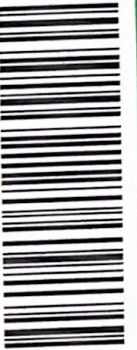
City, State, Zip+4®

SOLEDAD CA 93960

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 5003

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box and fee as appropriate)

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Certified Mail Restricted Delivery

\$

☐ Adult Signature Required

\$

☐ Adult Signature Restricted Delivery

\$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

Postmark Here

7021 1970 0001 3865 5003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASA FARMS INCORPORATED
PO BOX 2284
SALINAS CA 93902



9590 9402 6817 1074 4606 48

2. Article Number (Transfer from service label)

7021 1970 0001 3865 5003

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL[®]



7021 1970 0001 3865 2514

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Omwee v. Al Pak

Sent To **Braga Fresh Family Farms, Inc.**

Street and Apt. No., or P.O. Box

PO Box 2284

City, State, ZIP+4[®]
Salinas, CA 93902

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FAMILY FARMS, INC.
PO BOX 2284
SALINAS CA 93902



9590 9402 6817 1074 4606 31

2. Article Number (Transfer from service label)

7021 1970 0001 3865 2514

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW ^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 2521

BRAGA FRESH FOODS, LLC
PO BOX 425
SOLEDAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FOODS, LLC
PO BOX 425
SOLEDAD CA 93960



9590 9402 6817 1074 4606 00

2. Article Number (Transfer from service label)

7021 1970 0001 3865 2521

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Restricted Delivery \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Garza v. K1 PAK

Sent by **BRAGA FRESH FOODS, LLC**

Street and Apt. No., or PO Box No.
PO BOX 425

City, State, ZIP+4®
SOLEDAD, CA 93960

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW ^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 1970 0001 3865 2538

BRAGA FRESH MANAGEMENT, LLC
PO BOX 425
SOLEDAD CA 93960

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

BRAGA FRESH MANAGEMENT, LLC
PO BOX 425
SOLEDAD CA 93960



9590 9402 6817 1074 4606 17

2. Article Number (Transfer from service label)

7021 1970 0001 3865 2538

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail (over \$500) | |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----|
| ☐ Return Receipt (hardcopy) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Restricted | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

Total Postage and Fees

Sent to

BRAGA Fresh Management, LLC
PO BOX 425
Soledad, CA 93960

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: BRAGA RANCH, INC. P.O. BOX 425 SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4606 55 2. Article Number (Transfer from service label) 7021 1970 0001 3865 4983		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: AL PAK LABOR, INC. 33750 MORANDA ROAD SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4607 47 2. Article Number (Transfer from service label) 7021 1970 0001 3865 4907		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: SEBASTIAN HARVESTING 33750 MORANDA RD SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4606 79 2. Article Number (Transfer from service label) 7021 1970 0001 3865 4976		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: BRAGA FRESH MANAGEMENT, LLC 33750 MORANDA ROAD SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4607 09 2. Article Number (Transfer from service label) 7021 1970 0001 3865 4945		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: BRAGA RANCH, INC. 33750 MORANDA ROAD SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4617 68 2. Article Number (Transfer from service label) 7021 1970 0001 3865 2569		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: VALLEY FARM APPLICATIONS PO BOX 2284 SOLEDAD CA 93902		SOLEDAD CA, 93902 MAR - 7 2022	
9590 9402 6817 1074 4607 54 2. Article Number (Transfer from service label) 7021 1970 0001 3865 4891		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: RJ BRAGA, LLC PO BOX 425 SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4607 78 2. Article Number (Transfer from service label) 7021 1970 0001 3865 4877		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Maritza Nava</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: BRAGA FRESH MANAGEMENT, LLC PO BOX 425 SOLEDAD CA 93960		SOLEDAD CA, 93960 MAR - 7 2022	
9590 9402 6817 1074 4606 17 2. Article Number (Transfer from service label) 7021 1970 0001 3865 2538		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RJ BRAGA, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

9590 9402 6817 1074 4606 86

2. Article Number (Transfer from service label)
7021 1970 0001 3865 4969

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Maritza Nava*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AL PAK LABOR, INC.
P O BOX 66
SOLEDAD CA 93960

9590 9402 6817 1074 4606 62

2. Article Number (Transfer from service label)
7021 1970 0001 3865 4990

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Maritza Nava*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASA FARMS INCORPORATED
33750 MORANDA RD
SOLEDAD CA 93960

9590 9402 6817 1074 4607 30

2. Article Number (Transfer from service label)
7021 1970 0001 3865 4914

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Maritza Nava*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASA FARMS INCORPORATED
PO BOX 2284
SALINAS CA 93902

9590 9402 6817 1074 4606 48

2. Article Number (Transfer from service label)
7021 1970 0001 3865 5003

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *g*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FOODS, LLC
33750 MORANDA ROAD
SOLEDAD CA 93960

9590 9402 6817 1074 4607 16

2. Article Number (Transfer from service label)
7021 1970 0001 3865 4938

Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Maritza Nava*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FAMILY FARMS, INC.
PO BOX 2284
SALINAS CA 93902

9590 9402 6817 1074 4606 31

2. Article Number (Transfer from service label)
7021 1970 0001 3865 2514

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *g*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEBASTIAN HARVESTING
PO BOX 546
SOLEDAD CA 93960

9590 9402 6817 1074 4607 61

2. Article Number (Transfer from service label)
7021 1970 0001 3865 4884

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Maritza Nava*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VALLEY FARM APPLICATIONS
107 HWY 101 NORTH STE C
SOLEDAD CA 93960

9590 9402 6817 1074 4606 93

2. Article Number (Transfer from service label)
7021 1970 0001 3865 4952

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Maritza Nava*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FAMILY FARMS, INC.
33750 MORANDA RD
SOLEDAD CA 93960



9590 9402 6817 1074 4607 23

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4921

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Maritza Nava

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR - 7 2022

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRAGA FRESH FOODS, LLC
PO BOX 425
SOLEDAD CA 93960



9590 9402 6817 1074 4606 00

2. Article Number (Transfer from service label)

7021 1970 0001 3865 2521

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Maritza Nava

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR - 7 2022

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt