



**AKHAVAN**  
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April 25, 2025

**PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL**

HIGH TECH IRRIGATION, INC.  
**c/o Gordon Rees Scully Mansukhani**  
633 West Fifth Street, 52<sup>nd</sup> Floor  
Los Angeles, California 90071  
Tracking: 9589 0710 5270 2574 8131 37

Re: **Further Amended Notice Letter of Anthony Madrigal on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3 - Case No. LWDA-CM-1075068-25**

Employer: HIGH TECH IRRIGATION, INC.  
80975 Indio Blvd. Ste. A19  
Indio, California 92201

To Whom It May Concern:

This letter shall constitute as a **Further Amended Notice** under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Anthony Madrigal’s (“Employee”) employment with Employee’s former employer: High Tech Irrigation, Inc. (hereinafter as “Employer”). Employee was employed as a non-exempt employee of Employer, at without limitation, 80975 Indio Blvd. Ste. A19, Indio, California 92201, with duties that included, but were not limited to, tasks relating to maintaining stock inventory, inspecting and approving quality and quantity of inventory received and shipped out, enforcing health, safety, and security procedures, and warehouse administration, among other tasks, from approximately September 2024 through December 2024.

**The specific violations personally suffered by Employee, and theories supporting the specific violations, include the following:** Employee did not take his meal at the appropriate time required by California law as he worked from 7:00am to 4:00pm but often took his meal break as late as 3:30pm. Employer had no practice or policy of keeping track of Employee meal breaks as there was no clock in/out system to measure breaks. Employee was consistently denied the ability to take his legally mandated rest periods. Even when Employee did take meal or rest breaks, his breaks were frequently interrupted and he was forced to return to work; Employee was also essentially on-call during his breaks and was expected to return to work if called to. Employer also had a practice of deducting time from Employee’s paycheck even if Employee did not take a meal break or a full meal break. Employee worked overtime hours nearly every day and worked several

weekend days without proper overtime pay at the overtime rate. Employee also consistently used his personal cellphone for his work without reimbursement from Employer.

In connection with the alleged and aforementioned claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 432, 512, 558, and 1198.5, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees." Moreover, the allegations herein shall encompass the "PAGA Period," which shall refer to one year preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee alleges during his employment with Employer, Employer has, at times, failed to pay overtime and minimum wages to Employee in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Employee and Aggrieved Employees. Employer has, at times, failed to provide Employee and Aggrieved Employees, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws. Employer has, at times, failed to authorize and permit Employee and Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws. Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and premium wages. Employer has, at times, failed to furnish Employee and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the name and address of the legal entity that is the employer; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Employer has further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid. In addition, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204. Employer has, at times, failed to indemnify Employee and Aggrieved Employees, or some of them, for the costs incurred in using cellular phones for work-related purposes.

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to

cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

**AKHAVAN & ASSOCIATES**

A handwritten signature in black ink, appearing to read "B. Akhavan", is written over the printed name.

BARDIA A. AKHAVAN  
Bardia@baalaw.com