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SUPERIOR COURT

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SAN JOAQUIN

15 STK-CV-UDE -2022-10423

16 FILIMON GUITRON, as an
17 aggrieved employee pursuant to the
18 Private Attorneys General Act
19 ("PAGA"), on behalf of the State of
20 California and other non-party
21 Aggrieved Employees,

22 Plaintiff,

23 vs.

24 CALIFORNIA NATURAL
25 PRODUCTS, a California
26 corporation; GEHL FOODS, LLC, a
27 Wisconsin limited liability company;
28 and DOES 1 through 10, inclusive,

Defendants.

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

\$14351787788

1 Plaintiff Filimon Guitron, as an aggrieved employee and on behalf of the State of
2 California and all other non-party 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 a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 ("LWDA") in this case on August 30, 2022, until judgment ("non-party Aggrieved
14 Employees"). Plaintiff's share of civil penalties sought in this action does not exceed
15 \$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 filed Statement of
3 Information forms with the Secretary of State designating a principal place of business in
4 Lathrop, County of San Joaquin, in accordance with California Corporation Code section
5 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants
6 employ persons in this county, and employed Plaintiff in this county, and thus a substantial
7 portion of the transactions and occurrences related to this action occurred in this county.

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

12 THE PARTIES

13 6. Plaintiff Filimon Guitron is a resident of Modesto, in Stanislaus County,
14 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
15 approximately March 2019 to March 2022. Plaintiff worked as a Filler Operator at
16 Defendants’ facility in Lathrop, California. Plaintiff typically worked twelve (12) or more
17 hours per day and three (3) or four (4) days per week. At the time Plaintiff’s employment
18 with Defendants ended, he was compensated approximately \$25.12 per hour. Plaintiff’s job
19 duties included, without limitation, operating and sterilizing filling machines used to package
20 soy milk, almond milk, soup, and wine, and completing reports on product inventory and
21 quality.

22 7. On information and belief, Defendants required some employees, including
23 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
24 employment. On further information and belief, Defendants’ arbitration agreement was and is
25 both procedurally and substantively unconscionable. Specifically, Defendants presented
26 employees with an “Mutual Agreement to Arbitrate Claims” (“Arbitration Agreement”)
27 during the onboarding process, which had to be reviewed and acknowledged immediately.
28 Specifically, the Arbitration Agreement was one of several documents presented to new

1 employees for signature during the orientation process. Also, employees did not have a
2 meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was
3 provided to Defendants' employees for them to sign on a take-it or leave-it basis, along with
4 all of the other on-boarding documents. Further, Defendants did not set forth in the agreement
5 or otherwise provide employees with the rules which will govern the arbitration, instead
6 forcing employees to seek this information out on their own ("The arbitration shall be . . . for
7 determination in accordance with the JAMS Employment Arbitration Rules and
8 Procedures. . . . [A] copy of the most current JAMS Rules may be obtained from the Human
9 Resources Department or by visiting [http://www.jamsadr.com/rules-employment-](http://www.jamsadr.com/rules-employment-arbitration/)
10 [arbitration/](http://www.jamsadr.com/rules-employment-arbitration/)").

11 8. CALIFORNIA NATURAL PRODUCTS was and is, upon information and
12 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
13 employees are engaged throughout this county, the State of California.

14 9. GEHL FOODS, LLC was and is, upon information and belief, a Wisconsin
15 limited liability company, and at all times hereinafter mentioned, an employer whose
16 employees are engaged throughout this county, the State of California.

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

21 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
22 were the partners, agents, owners, or managers of CALIFORNIA NATURAL PRODUCTS
23 and GEHL FOODS, LLC, at all relevant times.

24 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
25 acts and omissions alleged herein was performed by, or is attributable to, CALIFORNIA
26 NATURAL PRODUCTS; GEHL FOODS, LLC; and/or DOES 1 through 10 (collectively,
27 "Defendants" or "CNP"), each acting as the agent, employee, alter ego, and/or joint venturer
28 of, or working in concert with, each of the other co-Defendants and was acting within the

1 course and scope of such agency, employment, joint venture, or concerted activity with legal
2 authority to act on the others' behalf. The acts of any and all Defendants were in accordance
3 with, and represent, the official policy of Defendants.

4 13. At all relevant times, Defendants, and each of them, ratified each and every act
5 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
6 and abetted the acts and omissions of each and all the other Defendants in proximately causing
7 the damages herein alleged.

8 14. Plaintiff is informed and believes, and thereon alleges, that each of said
9 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
10 omissions, occurrences, and transactions alleged herein.

11 15. Under California law, Defendants are jointly and severally liable as employers
12 for the violations alleged herein because they have each exercised sufficient control over the
13 wages, hours, working conditions, and employment status of Plaintiff and other non-party
14 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
15 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
16 of employment, determined their rate of pay, and maintained their employment records.
17 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
18 and/or "engaged" Plaintiff and other non-party Aggrieved Employees so as to create a
19 common-law employment relationship. As joint employers of Plaintiff and other non-party
20 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
21 available to Plaintiff and other non-party Aggrieved Employees under the law.

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

25 (a) jointly exercised meaningful control over the work performed by
26 Plaintiff and other non-party Aggrieved Employees;

27 (b) jointly exercised meaningful control over Plaintiff's and other non-party
28 Aggrieved Employees' wages, hours, and working conditions, including

1 the quantity, quality standards, speed, scheduling, and operative details
2 of the tasks performed by Plaintiff and other non-party Aggrieved
3 Employees;

4 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
5 perform work which is an integral part of Defendants' businesses; and

6 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
7 Employees as a matter of economic reality in that Plaintiff and other
8 non-party Aggrieved Employees were dependent on Defendants, who
9 shared the power to set the wages of Plaintiff and other non-party
10 Aggrieved Employees and determined their working conditions, and
11 who jointly reaped the benefits from the underpayment of their wages
12 and noncompliance with other statutory provisions governing their
13 employment.

14 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
15 there has existed a unity of interest and ownership between Defendants such that any
16 individuality and separateness between the entities has ceased.

17 18. CALIFORNIA NATURAL PRODUCTS; GEHL FOODS, LLC; and/or DOES
18 1 through 10 are therefore alter egos of each other.

19 19. Adherence to the fiction of the separate existence of Defendants would permit
20 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
21 from liability for the wrongful acts committed by them under the name CNP.

22 20. Plaintiff further alleges, upon information and belief, that the Defendants
23 CALIFORNIA NATURAL PRODUCTS and GEHL FOODS, LLC are alter egos of each
24 other for the following reasons:

25 (a) According to the company's website¹, GEHL FOODS, LLC is the
26 parent company of CALIFORNIA NATURAL PRODUCTS;

27
28 ¹ CNP: California Natural Products, <https://www.gehls.com/CNP> (last accessed: Nov. 4, 2022).

1 (b) According to the California Secretary of State's website, CALIFORNIA
2 NATURAL PRODUCTS and GEHL FOODS, LLC share the same
3 agent for service of process, Incorp Services, Inc. (C2294569); and

4 (c) On information and belief, CALIFORNIA NATURAL PRODUCTS and
5 GEHL FOODS, LLC utilize the same standardized employment forms
6 and issue the same employment policies.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 21. Defendants are a leading aseptic packager of dairy-based and dairy-alternative
9 beverages, soups, broths, teas, nutritional drinks, and wine and spirits, as well as a leader in
10 the specialty ingredients business, including rice- and soy-based ingredients created using a
11 proprietary process. Upon information and belief, Defendants maintain a single, centralized
12 Human Resources (HR) department at their corporate headquarters in Lathrop, California, for
13 all non-exempt, hourly paid employees working for Defendants in California, which is
14 responsible for the recruiting and hiring of new employees, and communicating and
15 implementing Defendants' company-wide policies, including timekeeping policies and meal
16 and rest period policies, to employees throughout California.

17 22. In particular, Plaintiff and other non-party Aggrieved Employees, on
18 information and belief, received the same standardized documents and/or written policies.
19 Upon information and belief, the usage of standardized documents and/or written policies,
20 including new-hire documents, indicate that Defendants dictated policies at the corporate level
21 and implemented them company-wide, regardless of their employees' assigned locations or
22 positions. Upon information and belief, Defendants set forth uniform policies and procedures
23 in several documents provided at an employee's time of hire.

24 23. Upon information and belief, Defendants maintain a centralized Payroll
25 department at their corporate headquarters in Lathrop, California, which processes payroll for
26 all non-exempt, hourly paid employees working for Defendants at their various locations and
27 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
28 upon information and belief, Defendants issue the same formatted wage statements to all non-

1 exempt, hourly paid employees in California, irrespective of their work locations. Upon
2 information and belief, Defendants process payroll for departing employees in the same
3 manner throughout the State of California, regardless of the manner in which each employee's
4 employment ends.

5 24. Defendants continue to employ non-exempt or hourly paid employees in
6 California.

7 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
9 and advisors knowledgeable about California labor and wage law, employment and personnel
10 practices, and about the requirements of California law.

11 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
12 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
13 were not recorded.

14 27. 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 certain wages for overtime compensation and that they were not receiving certain
17 wages for overtime compensation.

18 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or
21 meal and rest period premiums, that included as eligible income all remuneration required by
22 law, including but not limited to, all income derived from shift differential pay, incentive pay,
23 nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms
24 of remuneration in calculating the regular rate of pay for Plaintiff and other non-party
25 Aggrieved Employees.

26 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 receive at least minimum wages for compensation and that they were not receiving at least

1 minimum wages for work that was required to be done off-the-clock. In violation of the
2 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
3 least minimum wages for work done off-the-clock.

4 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
7 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
8 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
9 other non-party Aggrieved Employees were not provided with all meal periods or payment of
10 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
11 uninterrupted, thirty (30) minute meal period.

12 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
15 payment of one (1) additional hour of pay at their regular rates of pay when they were not
16 authorized and permitted to take a compliant rest period. In violation of the California Labor
17 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
18 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
19 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
20 pay when they were not authorized and permitted to take a compliant rest period.

21 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive complete and accurate wage statements in accordance with California law. In
24 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
25 were not provided complete and accurate wage statements.

26 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they were required to pay departing employees all vested vacation
4 wages that were owed to them at the end of their employment. In violation of the California
5 Labor Code, Defendants failed to pay Plaintiff and other non-party Aggrieved Employees all
6 vested vacation wages at the end of their employment, causing a forfeiture of vested vacation
7 wages.

8 35. 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 timely payment of wages during their employment. In violation of the California Labor Code,
11 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
12 including, but not limited to, overtime wages, minimum wages, meal and rest period
13 premiums, and/or reporting time pay, within permissible time periods.

14 36. 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 timely payment of all wages earned upon termination of employment. In violation of the
17 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
18 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
19 vested vacation wages, meal and rest period premiums, and/or reporting time pay, within
20 permissible time periods.

21 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 be paid reporting time pay when they reported to work for their usual or scheduled shift but
24 were put to work for less than half of the usual or scheduled shift. In violation of the
25 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved
26 Employees all reporting time pay due.

27 38. 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 receive reimbursement for all business-related expenses and costs they incurred during the
2 course and scope of their employment and that they did not receive reimbursement of
3 applicable business-related expenses and costs incurred.

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

9 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants knew or should have known that they had a duty to compensate
11 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
12 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
13 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
14 that they were properly denied wages, all in order to increase Defendants' profits.

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

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

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

27 44. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
28 employee, including Plaintiff, may pursue a civil action arising under PAGA after the

1 following requirements have been met:

- 2 (a) The aggrieved employee shall give written notice by online filing
3 (hereinafter "Employee's Notice") to the LWDA and by certified mail
4 to the employer of the specific provisions of the California Labor Code
5 alleged to have been violated, including the facts and theories to support
6 the alleged violations.
- 7 (b) An aggrieved employee's notice filed with the LWDA pursuant to
8 2699.3(a) and any employer response to that notice shall be
9 accompanied by a filing fee of seventy-five dollars (\$75).
- 10 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
11 employer and the aggrieved employee by certified mail that it does not
12 intend to investigate the alleged violation within sixty (60) calendar
13 days of the postmark date of the Employee's Notice. Upon receipt of
14 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
15 five (65) calendar days of the postmark date of the Employee's Notice,
16 the aggrieved employee may commence a civil action pursuant to
17 California Labor Code section 2699 to recover civil penalties in addition
18 to any other penalties to which the employee may be entitled.

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

- 23 (a) The aggrieved employee or representative shall give written notice by
24 online filing to the LWDA and by certified mail to the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated (other than those listed in Section 2699.5), including the facts
27 and theories to support the alleged violation.
- 28 (b) An aggrieved employee's notice filed with the LWDA pursuant to

2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

46. On August 30, 2022, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-905121-22. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated August 30, 2022, is attached hereto as "Exhibit 1."

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

48. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

49. 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

1 provision regulating hours and days of work in any order of the Industrial Welfare
2 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
3 dollars (\$50) for each underpaid employee for each pay period for which the employee was
4 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
6 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
7 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
8 as a private attorney general, seeks assessment and collection of civil penalties under Labor
9 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
10 California against Defendants for violations of Labor Code sections 510, 511, 512(a), 516,
11 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
12 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
13 from Defendants for violations of Labor Code sections 510, 511, 512(a), 516, 1198, and the
14 applicable IWC Wage Order.

15 50. Defendants, at all times relevant to this complaint, were employers or persons
16 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
17 Employees’ rights by violating various sections of the California Labor Code as set forth
18 above.

19 51. As set forth below, Defendants have violated numerous provisions of both the
20 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
21 Order.

22 52. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
23 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
24 private attorney general, seeks assessment and collection of civil penalties for himself, all
25 other non-party Aggrieved Employees, and the State of California against Defendants for
26 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 511,
27 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

28 //

1 **FIRST CAUSE OF ACTION**

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

3 **(Against all Defendants)**

4 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 54. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
9 227.3, 510, 511, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
10 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
11 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and
12 2810.5.

13 55. Defendants' conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510, 511, and 1198, and the applicable
16 IWC Wage Order for Defendants' failure to compensate Plaintiff and
17 other non-party Aggrieved Employees with all required overtime pay, as
18 set forth below;
- 19 (b) Violation of Labor Code sections 226.7, 510, 511, and 1198, and the
20 applicable IWC Wage Order for Defendants' failure to include all forms
21 of remuneration in the "regular rate" of pay as required by law for
22 purposes of paying overtime wages and/or meal and rest period
23 premiums to Plaintiff and other non-party Aggrieved Employees, as set
24 forth below;
- 25 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
26 the applicable IWC Wage Order for Defendants' failure to compensate
27 Plaintiff and other non-party Aggrieved Employees with at least
28 minimum wages for all hours worked, as set forth below;

- 1 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
3 and other non-party Aggrieved Employees with meal periods, as set
4 forth below;
- 5 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to authorize and
7 permit Plaintiff and other non-party Aggrieved Employees to take rest
8 periods, as set forth below;
- 9 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (h) Violation of Labor Code section 227.3 for failure to pay Plaintiff and
17 other non-party Aggrieved Employees all vested vacation time upon
18 termination, as alleged herein;
- 19 (i) Violation of Labor Code sections 204 for failure to pay all earned wages
20 during employment, as set forth below;
- 21 (j) Violation of Labor Code section 201 and 202 for failure to pay all
22 earned wages upon termination, as set forth below;
- 23 (k) Violation of Labor Code section 1198 and the applicable IWC Wage
24 Order for failure to pay reporting time pay when Plaintiff and other non-
25 party Aggrieved Employees were put to work for less than half of their
26 usual or scheduled shifts, as set forth below;
- 27 (l) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
28 and other non-party Aggrieved Employees for all business expenses

1 necessarily incurred, as set forth below; and

2 (m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
3 provide written notice of information material to Plaintiff's and other
4 non-party Aggrieved Employees' employment with Defendants, as set
5 forth below.

6 **FAILURE TO PAY OVERTIME**

7 **VIOLATION OF LABOR CODE SECTIONS 510, 511, AND 1198**

8 56. Labor Code section 1198 makes it illegal to employ an employee under
9 conditions of labor that are prohibited by the applicable wage order. California Labor Code
10 section 1198 requires that "... the standard conditions of labor fixed by the commission shall
11 be the ... standard conditions of labor for employees. The employment of any employee ...
12 under conditions of labor prohibited by the order is unlawful."

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

17 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
18 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
19 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
20 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
21 (40) hours in a workweek.

22 59. The applicable IWC Wage Order further provides that Defendants are and were
23 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
24 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
25 An employee's regular rate of pay includes all remuneration for employment paid to, or on
26 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

27 60. California Labor Code section 510 codifies the right to overtime compensation
28 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)

1 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
2 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
3 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
4 in a day on the seventh (7th) day of work.

5 61. California Labor Code section 511 and the applicable IWC Wage Order allow
6 employers, with the employees' approval, to offer an alternative workweek schedule that
7 authorizes employees to work no more than ten (10) hours per day and forty (40) hours per
8 week without receiving overtime compensation. An alternative workweek schedule must pay
9 the employees overtime at one and one-half times their regular hourly rate for work in excess
10 of ten (10) hours per day or forty (40) hours per week. Overtime must be paid at twice the
11 employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code
12 511 and the applicable IWC Wage order further provide that an employer may not implement
13 an alternative workweek schedule unless at least two-thirds of the affected employees approve
14 the schedule through a secret ballot election, and the results must be reported to the California
15 Division of Labor Standards Enforcement within 30 days after the results are final.

16 62. During the relevant time period, Defendants willfully failed to pay all overtime
17 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
18 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
19 for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10)
20 hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in
21 a week, because all hours worked were not recorded.

22 63. First, during the relevant period, Defendants implemented, on a company-wide
23 basis, an employer-imposed requirement that Plaintiff and other non-party Aggrieved
24 Employees undergo mandatory COVID-19 temperature checks and/or health screenings
25 before clocking in for their scheduled shifts. Prior to his shift, Plaintiff was required to spend
26 up to a few minutes per instance undergoing a temperature check, before being permitted to
27 clock in for his shift. Even though Defendants required these health screenings, Defendants
28 did not provide Plaintiff and other non-party Aggrieved Employees a mechanism to record

1 this time worked so they could be compensated for the time spent undergoing mandatory
2 temperature checks and/or health screenings.

3 64. Further, during the relevant time period, Defendants failed to provide Plaintiff
4 and other non-party Aggrieved Employees with a sufficient number of timeclock machines to
5 use, thus exacerbating the amount of time Plaintiff and other non-party Aggrieved Employees
6 waited in line off-the-clock and under Defendants' control, time for which they were not paid.
7 For example, Plaintiff would report to work at the start of his scheduled shift, but would be
8 required to wait five (5) minutes in a long line of employees to clock in.

9 65. Second, Defendants had, and continue to have, a company-wide policy and/or
10 practice of requiring employees to perform work-related duties after clocking out, such as
11 completing paperwork and reports, but did not compensate them for this time. For example,
12 approximately twice per month, Plaintiff was required to spend at least 5-10 minutes each
13 instance, filling out required forms regarding inventory, quality, food safety, compliance, etc.
14 regarding his shift, before he could leave. Defendants did not compensate Plaintiff and other
15 non-party Aggrieved Employees for this time spent working off-the-clock.

16 66. Third, during the relevant period, upon information and belief, Defendants had,
17 and continue to have, a company-wide policy and/or practice of strictly staffing their facilities
18 based on the labor hours allocated by corporate for each location. Defendants' uniform use of
19 labor budgets, combined with packaging and production metrics and deadlines, resulted in
20 understaffing and a failure to provide Plaintiff and other non-party Aggrieved Employees with
21 adequate meal period coverage (*see infra*). Defendants also had a practice of failing to
22 schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
23 Employees to not be relieved of their duties for compliant meal periods. Plaintiff and other
24 non-party Aggrieved Employees worked through meal periods and/or had their meal periods
25 cut short or interrupted because there were not enough employees on duty to handle the
26 workload. As a result of this lack of meal period coverage, Plaintiff and other non-party
27 Aggrieved Employees were not always afforded 30-minute meal periods during shifts when
28 they were entitled to receive a meal period. Additionally, Plaintiff and other non-party

1 Aggrieved Employees would sometimes be required to respond to calls from management on
2 their personal cellular phones during unpaid meal periods. Defendants knew or should have
3 known that Plaintiff and other non-party Aggrieved Employees were being made to work
4 during unpaid meal periods, including communicating with management in order to meet
5 Defendants' expectations, but failed to compensate them for this off-the-clock work.

6 67. Fourth, Defendants had, and continue to have, a company-wide policy and/or
7 practice of failing to pay proper overtime when they required Plaintiff and other non-party
8 Aggrieved Employees to work outside of their regularly scheduled alternative workweek
9 schedule and failed to pay all applicable overtime and/or double-time compensation owed for
10 such hours of work. In addition, to the extent Defendants implemented an alternative
11 workweek schedule as to Plaintiff and other non-party Aggrieved Employees, Defendants
12 failed to comply with all requirements for implementing an alternative workweek schedule,
13 including, but not limited to, holding proper workweek elections for the employees working
14 alternative workweeks. Accordingly, Defendants owe Plaintiff and other non-party Aggrieved
15 Employees unpaid overtime wages.

16 68. Defendants knew or should have known that, as a result of these company-wide
17 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
18 their assigned duties off-the-clock before and after their shifts and during meal periods, and
19 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
20 and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more
21 and/or shifts of ten (10) hours or more a day, or forty (40) hours a week or more, some of this
22 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-
23 party Aggrieved Employees were not paid overtime wages for all of the overtime hours they
24 actually worked.

25 69. Furthermore, Defendants did not pay Plaintiff and other non-party Aggrieved
26 Employees the correct overtime rates for the recorded overtime hours that they generated. In
27 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
28 Employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms

1 of remuneration. However, in violation of the California Labor Code, Defendants failed to
2 incorporate all remunerations, including shift differential pay, incentive pay and/or
3 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
4 calculating the overtime wage rates. Therefore, during times when Plaintiff and other non-
5 party Aggrieved Employees worked overtime and received these other forms of pay,
6 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

7 70. For example, Defendants paid Plaintiff and other non-party Aggrieved
8 Employees incentive pay and/or nondiscretionary bonuses for meeting safety and packaging
9 goals, which were listed on Plaintiff's and other non-party Aggrieved Employees' wage
10 statements as "BONUS." During pay periods that Plaintiff and other non-party Aggrieved
11 Employees were paid overtime wages, Defendants failed to incorporate the incentive pay
12 and/or nondiscretionary bonuses into Plaintiff's and other non-party Aggrieved Employees'
13 regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime
14 hours worked. Specifically, Defendants paid Plaintiff and other non-party Aggrieved
15 Employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. For
16 example, for the pay period from January 16 to January 29, 2022, Defendants paid Plaintiff a
17 bonus of \$1,000, but only paid him 1.5 times his hourly rate ($\$25.12 \times 1.5 = \$51.24$) for
18 overtime wages. Defendants' failure to properly calculate the overtime rates of pay based on
19 all remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and
20 other non-party Aggrieved Employees on a company-wide basis.

21 71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
22 the balance of overtime compensation as required by California law, violates the provisions of
23 California Labor Code sections 510, 511, and 1198. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (g).

26 **FAILURE TO PAY MINIMUM WAGES**

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

28 72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and

1 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
2 to be paid to employees, and the payment of a wage less than the minimum so fixed is
3 unlawful. Compensable work time is defined in IWC Wage Order No. 3-2001 as "the time
4 during which an employee is subject to the control of an employer, and includes all the time
5 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code.
6 Regs. tit. 8, § 11030(2)(H) (defining "Hours Worked").

7 73. As stated above, during the relevant time period, Defendants had a company-
8 wide practice and/or policy of failing to pay Plaintiff and other non-party Aggrieved
9 Employees for actual hours worked, such as requiring Plaintiff and other non-party Aggrieved
10 Employees to undergo mandatory COVID-19 temperature checks and/or health screenings
11 while off-the-clock, waiting in line to clock-in at an inadequate number of timekeeping
12 machines, and completing paperwork and forms, because these hours were not recorded.
13 Additionally, as set forth above, due to Defendants' uniform practices of utilizing labor
14 budgets, understaffing, assigning heavy workloads and productivity and packaging
15 requirements, failing to schedule meal periods, and the resulting lack of coverage, Plaintiff
16 and other non-party Aggrieved Employees were impeded from taking all uninterrupted meal
17 periods to which they were entitled and were required to work off-the-clock. Additionally, as
18 stated, Plaintiff would sometimes be required to respond to calls from management on his
19 personal cellular phone during unpaid meal periods.

20 74. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
21 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
22 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
23 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
24 1194, 1197, and 1198.

25 75. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
26 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
27 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
28 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

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

77. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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).

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

79. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, 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.

80. As stated above, Defendants had, and continue to have, company-wide policies and/or practices of understaffing their locations and assigning strict quotas for packaging and production. Defendants enforced certain production goals, such as 25 million products per month, which required that all three (3) filler machines run simultaneously during a shift, but only assigned one employee, such as Plaintiff, to operate and monitor them all at one time. Typically, each filler machine was meant to be run by one employee each, but Defendants

1 understaffed their locations in order to reduce and limit their labor costs. The filler machines
2 had a timed filling cycle which required an employee to respond quickly once the cycle had
3 completed, and corresponding reports would need to be filled out immediately, resulting in
4 Plaintiff's meal periods being interrupted or taken late. These company-wide practices,
5 combined with the failure to schedule meal periods, led to a lack of meal period coverage and
6 prevented Plaintiff and other non-party Aggrieved Employees from taking all timely,
7 uninterrupted meal periods to which they were entitled. The resulting lack of meal period
8 coverage was exacerbated by the shortage of employees on duty to handle the workload.

9 81. As a result, Plaintiff and other non-party Aggrieved Employees would be
10 forced to work in excess of five (5) hours before taking a meal period and, at times, had their
11 meal periods interrupted and/or had to forgo their meal periods altogether. For example, as
12 stated, every other week, Plaintiff's meal periods were interrupted for approximately ten (10)
13 minutes per instance in order to attend to the filler machines and complete the sterilization
14 process. As a further example, Plaintiff was sometimes forced to take his meal periods after
15 his fifth hour of work because he could not leave the machine unmonitored at certain points in
16 the sterilization process.

17 82. Also, Defendants did not schedule second meal periods and had no policy for
18 providing Plaintiff and other non-party Aggrieved Employees with second 30-minute meal
19 periods on days that they worked in excess of ten (10) hours in one day. For example,
20 Plaintiff would work in excess of ten (10) hours per day nearly every shift, and was not
21 provided his second meal period during these shifts. Plaintiff and other non-party Aggrieved
22 Employees did not sign valid meal period waivers on days that they were entitled to meal
23 periods and were not relieved of all duties.

24 83. Moreover, Defendants had a company-wide policy of requiring all newly hired
25 employees to sign blanket meal period waivers at or near their time of hire. Defendants took the
26 position that non-exempt, hourly paid employees had waived their rights to first and/or second
27 meal periods for the entirety of their employment and, on that basis, did not provide them with
28 all meal periods to which they were entitled. Moreover, Defendants' meal period waiver form

1 requires employees to provide one day's advance written notice should they wish to revoke the
2 waiver. Defendants' presumption that meal periods would not be provided for shifts in excess
3 of five (5) hours but less than six (6) hours, and for shifts in excess of ten (10) hours but less
4 than twelve (12) hours due to blanket meal period waivers signed at or near the time of hire, and
5 imposition on employees to revoke the waivers in writing and one day in advance, discouraged
6 and impeded Plaintiff and other non-party Aggrieved Employees from taking all meal periods
7 to which they were entitled.

8 84. Furthermore, an employer's obligation to provide a meal period is only
9 "triggered" when the employer "employs an employee for a work period of more than five hours
10 per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to
11 work for a full five hours, its meal break obligation is triggered.").

12 [A]fter the meal break obligation is triggered . . . an employer is put to a
13 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
14 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

15 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
16 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
17 simultaneously at or near their time of hire (as opposed to on a specific work day) renders them
18 invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other non-
19 party Aggrieved Employees with meal periods did not arise until they had employed them for a
20 full five (5) hours.

21 85. 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 86. Furthermore, Defendants engaged in a company-wide practice and/or policy of
27 not paying all meal period premiums owed when compliant meal periods are not provided.
28

1 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
2 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
3 to the extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees
4 premium pay for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff
5 and other non-party Aggrieved Employees the correct rate of pay for premiums because
6 Defendant systematically failed to include all forms of compensation such as shift differential
7 pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
8 regular rate of pay.

9 87. Defendants' conduct violates the applicable IWC Wage Order, and California
10 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
11 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
12 558 and/or 2699(a), (f), and (g).

13 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
14 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

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

18 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof" unless the total daily work time is less than three and one-half
23 (3 ½) hours.

24 90. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. To comply with its obligation to authorize and permit rest
27 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
28 employer must "relinquish any control over how employees spend their break time, and

1 relieve their employees of all duties—including the obligation that an employee remain on
2 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
3 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

4 91. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
6 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
7 required rest period was not authorized and permitted.

8 92. During the relevant time period, Defendants regularly failed to authorize and
9 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
10 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
11 Defendants’ company-wide policies and/or practices of understaffing, requirement that each
12 filler machine be operated by one employee (but failing to staff a sufficient number of
13 employees to provide rest period coverage), and assignment of production deadlines and a
14 heavy workload, prevented Plaintiff and other non-party Aggrieved Employees from being
15 relieved of all duty in order to take their rest periods. Defendants also failed to schedule rest
16 periods, which, coupled with Defendants’ failure to provide adequate rest period coverage,
17 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and
18 permitted to take compliant rest periods.

19 93. Furthermore, Defendants maintained a company-wide on-premises rest period
20 policy, which mandated that Plaintiff and other non-party Aggrieved Employees remain on the
21 work premises during their rest periods. Because Plaintiff and other non-party Aggrieved
22 Employees were restricted from leaving the premises during rest periods, they were denied the
23 ability to use their rest periods freely for their own purposes, such as running personal errands.
24 Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
25 Employees during rest periods.

26 94. As a result of Defendants’ practices and policies, Plaintiff and other non-party
27 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
28 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they

1 were entitled. For example, Plaintiff missed some of his rest periods because of the heavy
2 workload and lack of coverage. In addition, his rest periods would be interrupted at least once
3 per week by supervisors contacting him on his personal cellular phone or due to machinery
4 requiring servicing or clearing out. Additionally, Plaintiff did not receive a third rest period at
5 all when working shifts in excess of 10 hours.

6 95. Defendants have also engaged in a systematic, company-wide practice and/or
7 policy of not paying rest period premiums owed when rest periods are not authorized and
8 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
9 Employees have not received premium pay for all missed rest periods. Alternatively, to the
10 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)
11 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
12 other non-party Aggrieved Employees at the correct rate of pay for premiums because
13 Defendants failed to include all forms of compensation, such as shift differential pay,
14 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
15 rate of pay.

16 96. Accordingly, Defendants failed to authorize and permit all compliant rest
17 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the
18 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.
19 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
20 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

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

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

28 98. During the relevant time period, Defendants have knowingly and intentionally

1 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
2 inaccurate wage statements. For example, Defendants issued uniform wage statements to
3 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
4 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
5 the pay period, including rates of pay for overtime wages and/or meal and rest period
6 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,
7 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

8 99. Because Defendants did not record the time Plaintiff and other non-party
9 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
10 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
11 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
12 Defendants failed to accurately list the total number of hours worked by Plaintiff and other
13 non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the
14 applicable hourly rates of pay in effect during the pay period and the corresponding accurate
15 number of hours worked at each hourly rate, in violation of section 226(a)(9).

16 100. Additionally, because Defendants did not calculate Plaintiff's and other non-
17 party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime
18 wages and/or meal and rest period premiums, Defendants did not list the correct amount of
19 gross wages in compliance with section 226(a)(1) and did not list the correct amount of net
20 wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable
21 hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages
22 and/or meal and rest period premiums, in violation of section 226(a)(9).

23 101. The wage statement deficiencies also include, among other things, failing to list
24 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
25 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
26 for which aggrieved employees were paid; failing to list the name of the employee and only
27 the last four digits of his or her social security number or an employee identification number
28 other than a social security number; failing to list the name and address of the legal entity that

1 is the employer; and/or failing to state all hours worked as a result of not recording or stating
2 the hours they worked off-the-clock.

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

15 103. California Labor Code section 1198 provides that the maximum hours of work
16 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
17 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
18 employment of any employees for longer hours than those fixed by the order or under
19 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
20 Wage Order, employers are required to keep accurate time records showing when the
21 employee begins and ends each work period and meal period. During the relevant time
22 period, Defendants engaged in company-wide practices and/or policies of failing to record
23 actual hours worked, and thereby failed to keep accurate records of work period and meal
24 period start and stop times for Plaintiff and other non-party Aggrieved Employees, in violation
25 of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and other
26 non-party Aggrieved Employees with second 30-minute meal periods to which they were
27 entitled, Defendants kept no records of meal start and end times for second meal periods.

28 104. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.

1 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY ALL VESTED VACATION TIME AND PAID TIME OFF UPON**
4 **TERMINATION**

5 **VIOLATION OF LABOR CODE SECTION 227.3**

6 105. At all relevant times herein, California Labor Code section 227.3 provides that
7 whenever a contract of employment or employer policy provides for paid vacations, and an
8 employee is terminated without having taken his or her vested vacation time, all vested
9 vacation shall be paid to him or her as wages at his or her final rate in accordance with such
10 contract of employment or employer policy respecting eligibility or time served.

11 106. During the relevant time period, Defendants had a company-wide policy and
12 practice of failing to pay Plaintiff and other non-party Aggrieved Employees vested vacation
13 wages that were owed to them at the end of their employment, in violation of California Labor
14 Code section 227.3. For example, Plaintiff had earned vested vacation pay until his
15 employment with Defendants ended on or about March 23, 2022. However, Defendants only
16 paid Plaintiff the balance of his accrued and unused vacation wages as of March 12, 2022, or
17 the end of his prior pay period. Defendants' failure to pay Plaintiff and other non-party
18 Aggrieved Employees all vested vacation wages at the end of their employment has caused a
19 forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

20 107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
21 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

22 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

23 **VIOLATION OF LABOR CODE SECTION 204**

24 108. At all relevant times herein set forth, California Labor Code section 204
25 requires that all wages earned by any person in any employment between the 1st and the 15th
26 days, inclusive, of any calendar month, other than those wages due upon termination of an
27 employee, are due and payable between the 16th and the 26th day of the month during which
28 the labor was performed. Labor Code section 204 further provides that all wages earned by

1 any person in any employment between the 16th and the last day, inclusive, of any calendar
2 month, other than those wages due upon termination of an employee, are due and payable
3 between the 1st and the 10th day of the following month.

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

10 110. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees all wages due to them within any time period specified
12 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
13 wages, meal and rest period premiums, and/or reporting time pay.

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

16 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

25 113. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
26 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
27 above, including but not limited to, overtime wages, minimum wages, vested vacation wages,
28 meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or

1 within seventy-two (72) hours of their leaving Defendants' employ.

2 114. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
3 who are no longer employed by Defendants their wages earned and unpaid at the time of
4 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
5 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
6 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
7 2699(a), (f), and (g).

8 **FAILURE TO PAY REPORTING TIME PAY**

9 **VIOLATION OF LABOR CODE SECTION 1198**

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

16 116. California Code of Regulations, Title 8, section 11030 section 5(A) provides
17 that "[e]ach workday an employee is required to report for work and does report, but is not put
18 to work or is furnished less than half said employee's usual or scheduled day's work, the
19 employee shall be paid for half the usual or scheduled day's work, but in no event for less
20 than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which
21 shall not be less than the minimum wage." The "primary purpose of the reporting time
22 regulation" is "to guarantee at least partial compensation for employees who report to work
23 expecting to work a specified number of hours, and who are deprived of that amount because
24 of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch*
25 *Cellular*, 209 Cal. App. 4th 556 (2012).

26 117. During the relevant time period, Defendants violated California Labor Code
27 section 1198 and California Code of Regulations, Title 8, section 11030(5)(A), because
28 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time

1 pay when they reported to work for their usual or scheduled shift but were put to work for less
2 than half of their usual or scheduled day's work.

3 118. Defendants had a company-wide practice of sending Plaintiff and other non-
4 party Aggrieved Employees home early from their shifts, including before they had worked at
5 least half of their usual or scheduled shift, but would not pay Plaintiff and other non-party
6 Aggrieved Employees for half of their scheduled shift. For example, when scheduled to work
7 a twelve-hour shift, Plaintiff was sent home after 15 minutes, when production was halted due
8 to machines being out of service, but was only paid for the time that he had worked. Although
9 Plaintiff and other non-party Aggrieved Employees reported to work based on the schedule
10 that was provided to them, Defendants would send them home before they worked at least half
11 of their usual or scheduled shifts. When this occurred, Defendants did not pay Plaintiff and
12 other non-party Aggrieved Employees for at least half of their scheduled day's work or the
13 minimum reporting time pay.

14 119. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
15 properly compensated with reporting time pay in violation of California Labor Code section
16 1198 and California Code of Regulations, Title 8, section 11030(5). Plaintiff and other non-
17 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
18 Code sections 2699(a), (f), and (g).

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

20 **VIOLATION OF LABOR CODE SECTION 2802**

21 120. At all times herein set forth, California Labor Code section 2802 provides that
22 an employer must reimburse employees for all necessary expenditures and losses incurred by
23 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
24 to prevent employers from passing off their cost of doing business and operating expenses on
25 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
26 (2014). The applicable wage order, IWC Wage Order No. 3-2001, provides that: "[w]hen
27 tools or equipment are required by the employer or are necessary to the performance of a job,
28 such tools and equipment shall be provided and maintained by the employer, except that an

1 employee whose wages are at least two (2) times the minimum wage provided herein may be
2 required to provide and maintain hand tools and equipment customarily required by the trade
3 or craft.”

4 121. First, during the relevant time period, Defendants, on a company-wide basis,
5 required that Plaintiff and other non-party Aggrieved Employees use their own personal
6 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
7 their job duties, but failed to reimburse them for the costs of their work-related mobile device
8 expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to
9 use their personal mobile devices for work-related tasks, such as discussing requests from
10 management and work assignments. Although Defendants required Plaintiff and other non-
11 party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to
12 carry out their work-related responsibilities, Defendants failed to reimburse them for these
13 costs.

14 122. Second, Defendants had a company-wide policy of requiring other non-party
15 Aggrieved Employees to utilize their own personal vehicles or obtain alternate transportation
16 to carry out company business, but failed to reimburse them for all costs of travel, including
17 mileage. Other non-party Aggrieved Employees were required to travel to Defendants’ other
18 locations to pick up parts for the filler machines. Although Defendants required other non-
19 party Aggrieved Employees to utilize their own vehicles or obtain alternate transportation to
20 carry out their work-related responsibilities, Defendants did not reimburse them for their
21 travel expenses.

22 123. Third, during the relevant time period, Defendants required Plaintiff and other
23 non-party Aggrieved Employees to purchase tools, supplies, and/or equipment necessary for
24 the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
25 example, during his employment, Plaintiff spent about \$15 to purchase office supplies such as
26 scotch tape and pens, because Defendants failed to provide him with the necessary supplies
27 which were required for the workplace to operate properly and/or meet management’s
28 expectations. Although Defendants required Plaintiff and other non-party Aggrieved

1 Employees to purchase and use their own tools, supplies, and equipment to carry out their
2 work-related responsibilities, Defendants failed to reimburse them for their out-of-pocket
3 costs.

4 124. Defendants could have provided Plaintiff and other non-party Aggrieved
5 Employees with the actual equipment and tools for use on the job, such as company mobile
6 devices and company vehicles to be used for fulfilling work-related tasks, and office supplies.
7 Or, Defendants could have reimbursed employees for their mobile device usage, mileage,
8 travel expenses, and office supply expenses. Instead, Defendants passed these operating costs
9 off onto Plaintiff and other non-party Aggrieved Employees.

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

15 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
16 **EMPLOYMENT**

17 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

18 126. California's Wage Theft Prevention Act was enacted to ensure that employers
19 provide employees with basic information material to their employment relationship at the
20 time of hiring, and to ensure that employees are given written and timely notice of any
21 changes to basic information material to their employment. Codified at California Labor
22 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
23 employer must provide written notice to employees containing basic and material payroll
24 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
25 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
26 overtime, the regular payday designated by the employer, and any allowances claims as part
27 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
28 (C).

1 127. Defendants failed to provide Plaintiff and other non-party Aggrieved
2 Employees written notice that lists all the requisite information set forth in Labor Code section
3 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and other non-party
4 Aggrieved Employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in
5 violation of section 2810.5(a)(1)(A). Instead, the wage theft form that Defendants provided to
6 Plaintiff is blank where the aforementioned wage information should be filled in. Defendants'
7 failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of
8 basic information regarding their employment with Defendants is in violation of Labor Code
9 section 2810.5.

10 128. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
11 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

12 **REQUEST FOR JURY TRIAL**

13 Plaintiff requests a trial by jury.

14 **PRAYER FOR RELIEF**

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

17 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
18 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
19 amount.

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

21 2. That the Court declare, adjudge and decree that Defendants violated the
22 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
23 Employees: 510, 511, and 1198 (by failing to pay all overtime compensation); 226.7, 510,
24 511, and 1198 (by failing to include all forms of remuneration in the "regular rate" of pay for
25 purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194,
26 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7,
27 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to
28 authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide

1 accurate wage statements and maintain accurate payroll records); 227.3 (by failing to pay all
2 vested vacation days upon termination); 204 (by failing to timely pay all earned wages during
3 employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198
4 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by
5 failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of
6 information material to employment);

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), 226.7, 227.3, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802,
10 and 2810.5;

11 4. For attorneys' fees and costs pursuant to California Labor Code section
12 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
13 Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 511, 512(a), 516, 1174(d),
14 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

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

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

18
19 Dated: November 14, 2022

Respectfully submitted,

20 Capstone Law APC

21
22 By: 

23 Mark A. Ozzello
24 Brandon K. Brouillette
25 Joseph Hakakian

26 Attorneys for Plaintiff Filimon Guitron
27
28

EXHIBIT “1”



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August 30, 2022

VIA ONLINE SUBMISSION

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

Subject: *Filimon Guitron v. California Natural Products, et al.*

Dear PAGA Administrator:

This office represents Filimon Guitron in connection with his claims under the California Labor Code. Mr. Guitron was an employee of CALIFORNIA NATURAL PRODUCTS and/or GEHL FOODS, LLC. For the purpose of this letter, Mr. Guitron collectively refers to these entities as "CNP."

The employers may be contacted directly at the addresses below:

CALIFORNIA NATURAL PRODUCTS
1250 EAST LATHROP ROAD
LATHROP, CA 95330

GEHL FOODS, LLC
N116W15970 MAIN STREET
GERMANTOWN, WI 53022-2654

GEHL FOODS, LLC
PO BOX 1004
GERMANTOWN, WI 53022-8204

Mr. Guitron 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. Guitron seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CNP as a non-exempt, hourly paid employee 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.

CNP employed Mr. Guitron as hourly paid, non-exempt employee from approximately March 2019 to March 2022. Mr. Guitron worked for CNP as a Filler Operator at its facility in Lathrop, California. During his employment, Mr. Guitron typically worked twelve (12) or more hours per day and three (3) or four (4) days per week. At the time Mr. Guitron's employment with CNP ended, he earned \$25.12 per hour. His job duties included, without limitation, operating and sterilizing filling

machines used to package soy milk, almond milk, soup, and wine, and completing reports on product inventory and quality.

CNP committed one or more of the following Labor Code violations against Mr. Guitron, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

CNP’s Company-Wide and Uniform Payroll and HR Practices

CALIFORNIA NATURAL PRODUCTS is a California corporation, and GEHL FOODS, LLC is a California limited liability company. Together, they are a leading aseptic packager of dairy-based and dairy-alternative beverages, soups, broths, teas, nutritional drinks, and wine and spirits, as well as a leader in the specialty ingredients business, including rice- and soy-based ingredients created using a proprietary process. Upon information and belief, CNP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Lathrop, California, or Germantown, Wisconsin, for all non-exempt, hourly paid employees working for CNP in California, including Mr. Guitron and other aggrieved employees. At all relevant times, CNP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Guitron and other aggrieved employees, regardless of their location or position.

Upon information and belief, CNP maintains a centralized Payroll department at its corporate headquarters in Lathrop, California, or Germantown, Wisconsin, which processes payroll for all non-exempt, hourly paid employees working for CNP in California, including Mr. Guitron and other aggrieved employees. Further, CNP issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Guitron and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, CNP utilized the same methods and formulas when calculating wages due to Mr. Guitron and other aggrieved employees in California.

Violation of California Labor Code §§ 510, 511, and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in 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. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. 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.

¹ These facts, theories, and claims are based on Mr. Guitron’s experience and counsel’s review of those records currently available relating to Mr. Guitron’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. Guitron 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.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees' approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day and forty (40) hours per week without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours per week. Overtime must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

CNP willfully failed to pay all overtime wages owed to Mr. Guitron and other aggrieved employees. During the relevant time period, Mr. Guitron and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, CNP implemented, on a company-wide basis, an employer-imposed requirement that Mr. Guitron and other aggrieved employees undergo mandatory COVID-19 temperature checks and/or health screenings before clocking in for their scheduled shifts. Prior to his shift, Mr. Guitron was required to spend up to a few minutes per instance undergoing a temperature check, before being permitted to clock in for his shift. Even though CNP required these health screenings, CNP did not provide Mr. Guitron and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks and/or health screenings.

Further, during the relevant time period, CNP failed to provide Mr. Guitron and other aggrieved employees with a sufficient number of timeclock machines to use, thus exacerbating the amount of time Mr. Guitron and other aggrieved employees waited in line off-the-clock and under CNP's control, time for which they were not paid. For example, Mr. Guitron would report to work at the start of his scheduled shift, but would be required to wait five (5) minutes in a long line of employees to clock in.

Second, CNP had, and continues to have, a company-wide policy and/or practice of requiring employees to perform work-related duties after clocking out, such as completing paperwork and reports, but did not compensate them for this time. For example, approximately twice per month, Mr. Guitron was required to spend at least 5-10 minutes each instance, filling out required forms regarding inventory, quality, food safety, compliance, etc. regarding his shift, before he could leave. CNP did not compensate Mr. Guitron and other aggrieved employees for this time spent working off-the-clock.

Third, during the relevant period, upon information and belief, CNP had, and continues to have, a company-wide policy and/or practice of strictly staffing its facilities based on the labor hours allocated by corporate for each location. CNP's uniform use of labor budgets, combined with packaging and production metrics and deadlines, resulted in understaffing and a failure to provide Mr. Guitron and other aggrieved employees with adequate meal period coverage (*see infra*). CNP also had a practice of failing to schedule meal periods, which further caused Mr. Guitron and other aggrieved employees to not be relieved of their duties for compliant meal periods. Mr. Guitron and

other aggrieved employees worked through meal periods and/or had their meal periods cut short or interrupted because there were not enough employees on duty to handle the workload. As a result of this lack of meal period coverage, Mr. Guitron and other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, Mr. Guitron and other aggrieved employees would sometimes be required to respond to calls from management on their personal cellular phones during unpaid meal periods. CNP knew or should have known that Mr. Guitron and other aggrieved employees were being made to work during unpaid meal periods, including communicating with management in order to meet CNP's expectations, but failed to compensate them for this off-the-clock work.

Fourth, CNP had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when they required Mr. Guitron and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, to the extent CNP implemented an alternative workweek schedule as to Mr. Guitron and other aggrieved employees, CNP failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, CNP owes Mr. Guitron and other aggrieved employees unpaid overtime wages.

CNP knew or should have known that as a result of these company-wide practices and/or policies, Mr. Guitron and other aggrieved employees were performing 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. Guitron and other aggrieved employees worked shifts of eight (8) hours or more a day and/or shifts of ten (10) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Guitron and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, CNP did not pay Mr. Guitron and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CNP paid Mr. Guitron and other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CNP failed to incorporate all compensation, including shift differential pay, 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 Mr. Guitron and other aggrieved employees worked overtime and received these other forms of pay, CNP failed to pay all overtime wages by paying the hourly rate instead of the regular rate.

Specifically, CNP paid Mr. Guitron and other aggrieved employees incentive pay and/or nondiscretionary bonuses for meeting safety and packaging goals, which were listed on Mr. Guitron's and other aggrieved employees' wage statements as "BONUS." During pay periods that Mr. Guitron and other aggrieved employees were paid overtime wages, CNP did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Guitron's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CNP paid Mr. Guitron and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. For example, for the pay period from January 16 to January 29, 2022, CNP paid Mr. Guitron a bonus of \$1,000, but only paid him 1.5 times his hourly rate ($\$25.12 \times 1.5 = \$51.24$) for overtime wages. CNP's failure to properly calculate

the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Guitron and other aggrieved employees on a company-wide basis.

CNP's failure to pay Mr. Guitron and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Mr. Guitron 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 §§ 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 IWC Wage Order No. 3-2001 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, § 11030(2)(H) (defining "Hours Worked").

As set forth above, during the relevant time period, CNP had a company-wide practice and/or policy of failing to pay Mr. Guitron and other aggrieved employees for actual hours worked, such as requiring Mr. Guitron and other aggrieved employees to undergo mandatory COVID-19 temperature checks and/or health screenings while off-the-clock, waiting in line to clock-in at an inadequate number of timekeeping machines, and completing paperwork and forms, because these hours were not recorded. Additionally, as set forth above, due to CNP's uniform practices of utilizing labor budgets, understaffing, assigning heavy workloads and productivity and packaging requirements, failing to schedule meal periods, and the resulting lack of coverage, Mr. Guitron and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Additionally, as stated, Mr. Guitron would sometimes be required to respond to calls from management on his personal cellular phone during unpaid meal periods.

Thus, CNP did not pay at least minimum wages for all hours worked by Mr. Guitron and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CNP did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CNP regularly failed to pay at least minimum wages to Mr. Guitron 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. Guitron 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 §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 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.

As set forth above, during the relevant time period, CNP had, and continues to have, company-wide policies and/or practices of understaffing its locations and assigning strict quotas for packaging and production. CNP enforced certain production goals, such as 25 million products per month, which required that all three (3) filler machines run simultaneously during a shift, but only assigned one employee, such as Mr. Guitron, to operate and monitor them all at one time. Typically, each filler machine was meant to be run by one employee each, but CNP understaffed its locations in order to reduce and limit its labor costs. The filler machines had a timed filling cycle which required an employee to respond quickly once the cycle had completed, and corresponding reports would need to be filled out immediately, resulting in Mr. Guitron's meal periods being interrupted or taken late. These company-wide practices, combined with the failure to schedule meal periods, led to a lack of meal period coverage and prevented Mr. Guitron and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. The resulting lack of meal period coverage was exacerbated by the shortage of employees on duty to handle the workload.

CNP's practices and policies prevented Mr. Guitron and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Guitron and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, as stated, every other week, Mr. Guitron's meal periods were interrupted for approximately ten minutes per instance in order to attend to the filler machines and complete the sterilization process. As a further example, Mr. Guitron was sometimes forced to take his meal periods after his fifth hour of work because he could not leave the machine unmonitored at certain points in the sterilization process.

CNP also did not schedule second meal periods and had no policy for permitting Mr. Guitron and other aggrieved employees to take second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Mr. Guitron would work in excess of ten (10) hours per day nearly every shift, and was not provided his second meal period during these shifts. Mr. Guitron 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.

Moreover, CNP had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. CNP took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their

employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, CNP's meal period waiver form requires employees to provide one day's advance written notice should they wish to revoke the waiver. CNP's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing and one day in advance, discouraged and impeded Mr. Guitron and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That CNP required Mr. Guitron and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because CNP's obligation to provide Mr. Guitron and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

CNP knew or should have known that as a result of its policies, Mr. Guitron and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CNP further knew or should have known that it did not pay Mr. Guitron and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, CNP 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. Guitron and other aggrieved employees have not received premium pay for all missed, interrupted, or late meal periods. Alternatively, to the extent that CNP did pay Mr. Guitron and other aggrieved employees premium pay for missed, late, and interrupted meal periods, CNP did not pay Mr. Guitron and other aggrieved employees at the correct rate of pay for premiums because CNP systematically failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CNP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Guitron 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, and 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, CNP regularly failed to authorize and permit Mr. Guitron 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, CNP's company-wide policies and/or practices of understaffing, requirement that each filler machine be operated by one employee (but failing to staff a sufficient number of employees to provide rest period coverage), and assignment of production deadlines and heavy workload, prevented Mr. Guitron and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, CNP failed to schedule rest periods, which, coupled with CNP's failure to provide adequate rest period coverage, further led to Mr. Guitron and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, during the relevant time period, CNP maintained and implemented a company-wide on-premises rest period policy, which mandated Mr. Guitron and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Guitron 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. Thus, CNP effectively maintained control over Mr. Guitron and other aggrieved employees during rest periods.

As a result, Mr. Guitron and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Mr. Guitron missed some of his rest periods because of the heavy workload and lack of coverage. In addition, his rest periods would be interrupted at least once per week by supervisors contacting him on his personal cellular phone or due to machinery requiring servicing or clearing out. Additionally, Mr. Guitron did not receive a third rest period at all when working shifts in excess of 10 hours.

CNP 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. Guitron and other aggrieved employees have not received all premium

pay for missed rest periods. Alternatively, to the extent that CNP did pay Mr. Guitron and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CNP did not pay Mr. Guitron and other aggrieved employees at the correct rate of pay for premiums because CNP failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CNP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Guitron 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. 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, CNP has knowingly and intentionally provided Mr. Guitron and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CNP issued uniform wage statements to Mr. Guitron and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CNP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CNP did not record the time Mr. Guitron and other aggrieved employees spent working off-the-clock, CNP did not list the correct amount of gross wages and net wages earned by Mr. Guitron and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CNP failed to accurately list the total number of hours worked by Mr. Guitron 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).

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

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; 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), CNP willfully failed to maintain accurate payroll records for Mr. Guitron 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.

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, CNP engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Guitron and other aggrieved employees in violation of section 1198. Furthermore, in light of CNP’s failure to provide Mr. Guitron and other aggrieved employees with second 30-minute meal periods to which they were entitled, CNP kept no records of meal start and end times for second meal periods.

Because CNP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Guitron 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. Guitron 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. Guitron 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, CNP failed to pay Mr. Guitron and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Guitron 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.

CNP willfully failed to pay Mr. Guitron and other aggrieved employees who are no longer employed by CNP all their earned wages, including, but not limited to, overtime wages, minimum wages, vested vacation pay, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving CNP's employ.

Mr. Guitron 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 § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

CNP had a company-wide policy and practice of failing to pay Mr. Guitron and other aggrieved employees vested vacation wages that were owed to them at the end of their employment, including all vested vacation wages that accrued during employees' final week of employment, in violation of California Labor Code section 227.3. Specifically, Mr. Guitron had earned vested vacation pay until his employment with CNP ended on or about March 23, 2022. However, CNP only paid Mr. Guitron

the balance of his accrued and unused vacation wages as of March 12, 2022, or the end of his prior pay period. CNP willfully and improperly paid Mr. Guitron and other aggrieved employees their unused and vested vacation wages through their second to last pay period worked. CNP's failure to pay Mr. Guitron and other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

Mr. Guitron 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 § 1198 and California Code of Regulations Title 8, Section 11030 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 11030(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).

During the relevant time period, CNP violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11030(5)(A), because CNP failed to pay Mr. Guitron and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

CNP had a company-wide practice of sending Mr. Guitron and other 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 Mr. Guitron and other aggrieved employees for half of their scheduled shift. For example, when scheduled to work a twelve-hour shift, Mr. Guitron was sent home after 15 minutes, when production was halted due to machines being out of service, but was only paid for the time that he had worked. Although Mr. Guitron and other aggrieved employees would report to work based on the schedule that CNP provided to them, CNP would send them home before they had worked at least half of their usual or scheduled shifts without giving them reporting time pay. Accordingly, Mr. Guitron 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 11030(5)(A).

Mr. Guitron 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. 3-2001, 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.”

First, during the relevant time period, CNP, on a company-wide basis, required Mr. Guitron and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but CNP failed to reimburse them for the costs of their work-related mobile device expenses. Mr. Guitron and other aggrieved employees were required to use their personal mobile devices to complete their work-related tasks, such as discussing requests from management and work assignments. Although CNP required Mr. Guitron and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, CNP failed to reimburse them for this cost.

Second, during the relevant time period, CNP had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Other aggrieved employees were required to travel to other CNP locations to pick up parts for the filler machines. Although CNP required other aggrieved employees to use their own personal vehicles or obtain alternate transportation to complete their work-related duties, CNP did not reimburse them for their travel expenses.

Third, during the relevant time period, CNP required Mr. Guitron and other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the completion of their work-related duties. For example, during his employment, Mr. Guitron spent about \$15 to purchase office supplies such as scotch tape and pens, because CNP failed to provide him with these necessary tools, supplies, and/or equipment which were required for the workplace to operate properly and/or meet management's expectations. Although CNP required Mr. Guitron and other aggrieved employees to purchase and use their own tools, supplies, and/or equipment in the performance of their duties, it did not reimburse them for these expenses.

CNP could have provided Mr. Guitron and other aggrieved employees with the actual equipment and tools for use on the job, such as company mobile devices and company vehicles to be used for fulfilling work-related tasks, and office supplies. Or, CNP could have reimbursed employees for their mobile device usage, mileage, travel expenses, and office supply expenses. Instead, CNP passed these operating costs off onto Mr. Guitron and other aggrieved employees.

Thus, CNP 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. Guitron and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CNP failed to provide Mr. Guitron and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, CNP failed to provide Mr. Guitron and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that CNP provided to Mr. Guitron is blank where the aforementioned wage information should be filled in. CNP's failure to provide Mr. Guitron and other aggrieved employees with written notice of basic information regarding their employment with CNP is in violation of Labor Code section 2810.5.

Mr. Guitron 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." CNP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Guitron's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Guitron 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. Guitron, 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 CNP for

violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Guitron 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. Guitron's reasonable attempt to settle his dispute with CNP prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CNP while affording CNP a reasonable opportunity to satisfy Mr. Guitron's demands.

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

1. CNP shall pay Mr. Guitron and all other aggrieved employees employed by CNP at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CNP shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid reporting time pay.
3. CNP shall conduct a survey or interview all current and former aggrieved employees in California who worked for CNP 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 rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses; travel and mileage; tools, supply, and equipment expenses; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CNP 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. CNP 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.
5. CNP shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CNP's benefit, including, but not limited to, costs of mobile device usage; travel and mileage; tools, supply, and equipment expenses; or other expenditures, as required by Labor Code section 2802.
6. CNP shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.

7. CNP shall provide Mr. Guitron and all aggrieved employees employed by CNP 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).
8. CNP shall pay former aggrieved employees their vested vacation wages at their final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served, as required by Labor Code section 227.3.
9. CNP 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.
10. CNP 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.
11. CNP shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
12. CNP 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. 3-2001, section 20.

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

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

Best Regards,



Mao Shiokura

Copy: CALIFORNIA NATURAL PRODUCTS (via U.S. Certified Mail); GEHL FOODS, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7021 1970 0001 8870 3891

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only
For delivery information, visit www.usps.com
OFFICIAL USE
Postmark Here
CALIFORNIA NATURAL PRODUCTS
1250 EAST LATHROP ROAD
LATHROP, CA 95330
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

7021 1970 0001 8870 3891

CALIFORNIA NATURAL
PRODUCTS
1250 EAST LATHROP ROAD
LATHROP, CA 95330

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.

CALIFORNIA NATURAL
PRODUCTS
1250 EAST LATHROP ROAD
LATHROP, CA 95330



9590 9402 7420 2055 3564 67

Article Number (Transfer from service label)

7021 1970 0001 8870 3891

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
☐ 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, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7021 1970 0001 8870 3907

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

For delivery information, visit www.usps.com

OFFICIAL USE

Certified Mail Fee

Form 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 \$

Sum \$

Size

Zip

GEHL FOODS, LLC

N116W15970 MAIN STREET

GERMANTOWN, WI 53022-2654

PS Form 3800, April 2015 PSN 7530-02-000-9037 See Reverse for instructions

GEHL FOODS, LLC
N116W15970 MAIN STREET
GERMANTOWN, WI 53022-2654

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:

GEHL FOODS, LLC
N116W15970 MAIN STREET
GERMANTOWN, WI 53022-2654



9590 9402 7420 2055 3564 50

2. Article Number (transfer from service label)

7021 1970 0001 8870 3907

PS Form 3811, July 2020 PSN 7530-02-000-9033

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 ☐ Priority Mail Express[®]
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7021 1970 0001 8870 3921

U.S. Postal ServiceSM
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 \$
Sent \$
Street \$
City & State \$

GEHL FOODS, LLC
PO BOX 1004
GERMANTOWN, WI 53022-8204

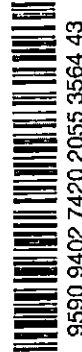
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

GEHL FOODS, LLC
PO BOX 1004
GERMANTOWN, WI 53022-8204

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.

GEHL FOODS, LLC
PO BOX 1004
GERMANTOWN, WI 53022-8204



9590 9402 7420 2055 3564 43

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3921

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
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered MailSM
☐ Registered Mail Restricted Delivery
☐ Signature ConfirmationSM
☐ Signature Confirmation Restricted Delivery

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.

**CALIFORNIA NATURAL
PRODUCTS**
1250 EAST LATHROP ROAD
LATHROP, CA 95330



9590 9402 7420 2055 3564 67

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3891

PS Form 3811, July 2020 PSN 7630-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *K. Cox*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Kristen Cox

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

(all Restricted Delivery over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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 Ralph Kroenke ☐ 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

GEHL FOODS, LLC
 PO BOX 1004
 GERMANTOWN, WI 53022-3204



9590 9402 7420 2055 3564 43

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3921

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

3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
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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 Ralph Kroenke ☐ 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

GEHL FOODS, LLC
 N116W15970 MAIN STREET
 GERMANTOWN, WI 53022-2654



9590 9402 7420 2055 3564 50

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3907

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

3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
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Domestic Return Receipt