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VIA ONLINE FILING

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Torres v. Ventura Coastal, LLC

Dear Representative:

This office represents Bersabed Torres (“**Ms. Torres**”) with respect to her claims under the California Labor Code against Ventura Coastal, LLC (“**Employer**”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Ms. Torres from approximately July 5, 2016 to September 11, 2024, as an hourly, non-exempt employee. During her employment with Employer, Ms. Torres was employed as a Quality Assurance Lab Technician II at Employer’s location at 531 West Poplar Avenue, Tipton, CA 93272. Employer is a manufacturing company that processes juice from various types of citrus fruits.

Ms. Torres intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Ms. Torres is seeking penalties on behalf of 531 West Poplar Avenue, Tipton, CA 93272 and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California’s wage and hour laws during Ms. Torres’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“**IWC Wage Order**”) including *inter alia*, IWC Wage Order No. 8. The claims made on behalf of Ms. Torres and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Ms. Torres and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employer regularly required Ms. Torres and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek but failed to pay them overtime compensation for such work. For example, due to high expectations that Ms. Torres and Aggrieved Employees timely complete their work, Ms. Torres and Aggrieved Employees were regularly forced to work off-the-clock, which resulted in them working more than eight (8) hours in a day or forty (40) hours in a workweek. This was especially exacerbated by Employer's failure to adequately staff its facilities, which resulted in a higher workload for Ms. Torres and Aggrieved Employees, coupled with an expectation that all work be completed within the specified work shifts. Employer also failed to provide Ms. Torres and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Ms. Torres and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Torres and Aggrieved Employees to: (1) respond to Employer and work-related requests, including through in-person verbal interruptions and through emails, and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift and even while off-duty. In fact, Ms. Torres and Aggrieved Employees were frequently expected to monitor and respond to work-related emails while clocked out for breaks or off-duty. Ms. Torres and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Torres and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Ms. Torres and Aggrieved Employees to perform work off-the-clock without compensation. Employer also failed to accurately record the actual time worked by Ms. Torres and Aggrieved Employees, which resulted in a failure to pay Ms. Torres and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. For example, due to the strong pressure for employees to complete their high workloads within a timely manner, Ms. Torres and Aggrieved Employees were frequently forced to clock out for meal breaks while continuing to work through their meal breaks in order to avoid getting into trouble for not timely completing their work. Employer instilled a work culture where employees feared getting in trouble for taking breaks and not timely completing their work, which resulted in their frequent off-the-clock work. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Ms. Torres and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Ms. Torres and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 8 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.



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Ms. Torres and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 8; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Ms. Torres and Aggrieved Employees with legally compliant 30-minute meal periods. Ms. Torres and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Ms. Torres and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Ms. Torres and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Torres and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short when Employer would verbally pressure them to get back to work or make work-related requests in person or via email during their meal periods.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Torres and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Ms. Torres and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Ms. Torres and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Torres and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Ms. Torres and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to e-mails, walkie talkies, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Torres and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods. Due to the work culture that Employer instilled, Ms. Torres and Aggrieved Employees frequently felt that they could not take their breaks or complete the full break and often clocked out for their breaks but continued working through their meal breaks.

Ms. Torres and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 8 and California Labor Code sections 226.7, 512(a) and



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1198.

Ms. Torres and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 8; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Ms. Torres and Aggrieved Employees take legally compliant 10-minute rest periods. Employer frequently required Ms. Torres and Aggrieved Employees to work through rest periods due to the high work demands and Employer's chronic understaffing, and, as a result, Ms. Torres and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. In fact, Ms. Torres and Aggrieved Employees frequently skipped the majority of their rest periods altogether. Further, Ms. Torres and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Ms. Torres and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Due to Employer's understaffing and high demands that employees timely complete all of their work, Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Torres and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Ms. Torres and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Ms. Torres and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Torres and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Ms. Torres and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to walkie-talkies, e-mails, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Torres and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Ms. Torres and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 8 and California Labor Code sections 226.7, and 1198.



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Ms. Torres and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 8; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Ms. Torres and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Ms. Torres and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Torres and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Ms. Torres and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer failed to maintain accurate records relating to Ms. Torres and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 8 and California Labor Code sections 1198.5 and 1174(d).

Ms. Torres and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 8; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Ms. Torres and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Ms. Torres and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates,



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and failure to accurately record all hours actually worked, Employer failed to pay Ms. Torres and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Ms. Torres and Aggrieved Employees for meal period premiums, rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Ms. Torres and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of herself, the State of California and all Aggrieved Employees, Ms. Torres may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

Carlos Jimenez

Notice provided to Employer via Certified Mail (9414711206208823236531>)

Ventura Coastal, LLC
531 West Poplar Avenue
Tipton, CA 93272

Notice provided to Employer via Certified Mail (9414711206208823231260>)

Ventura Coastal, LLC
Attn: Registered Agent for Service of Process – William Borgers
798 Park Hill Lane
Santa Barbara, CA 93108