



May 30, 2025

ELECTRONICALLY FILED
AND U.S.P.S. CERTIFIED MAIL
WITH RETURNED RECEIPT REQUESTED

Attn: PAGA Administrator
Labor and Workforce Development
Agency 1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAfilings@dir.ca.gov

Re: **Private Attorneys General Act of 2004 Notice**

Employee: **Ivan David Rivera Penado**

Employer: **Professional Produce and Other Related Entities**

Dear PAGA Administrator:

Pursuant to Cal. Lab. Code § 2699.3(a), Ivan David Rivera Penado (“Rivera” or “Plaintiff”) hereby notifies the California Labor & Workforce Development Agency (“LWDA”) that he intends to seek civil penalties and injunctive relief pursuant to Cal. Lab. Code §§ 2699(a), (e), (f), and (k) against Professional Produce (a.k.a. Professional Produce, Inc.) (“Employer” or “Defendant”), and any unknown related entities involved in the violations alleged, for its violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order(s), including, but not limited to:

- Cal. Lab. Code §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- Cal. Lab. Code §§ 200, 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- Cal. Lab. Code § 2802 (failure to reimburse work expenses);
- Cal. Lab. Code § 1174 (failure to maintain accurate records);
- Cal. Lab. Code §§ 226 & 226.3 (failure to provide accurate itemized wage statements); and
- Cal. Lab. Code §§ 201-203, 256 (failure to pay all wages due upon termination).

Throughout the Relevant Period, Defendant committed and continues to commit the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and



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Aggrieved Employees.¹

Background of Defendants:

Professional Produce's operates in the fresh produce industry, from growing and shipping to distributing and brokering. It has approximately over 100 employees and is headquartered in Vernon, California.

Background of Plaintiff:

Plaintiff was employed by Defendant from approximately August 2021 to February 2023 and from approximately November 2023 to September 2024. Mr. Rivera worked in Vernon, California, as an hourly non-exempt employee, first in the role of forklift operator and later in a role that entailed manual labor moving pallets of produce. He usually worked approximately six (6) shifts per week, and usually worked up to eight (8) hours a day or more, and up to forty (40) hours per week or more.

Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages:

Defendant denies Rivera and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime, and fails to pay all wages owed timely. Plaintiff and Aggrieved Employees routinely work at least eight (8) hours per day.

Defendant unlawfully fails to include Plaintiff's and Aggrieved Employees' legally-required 10-minute rest breaks when calculating time worked for purposes of overtime pay. When calculating daily or weekly hours worked for purposes of overtime, instead of treating rest breaks as paid time, Defendant improperly deducts 10 minutes from Plaintiff's and Aggrieved Employees' time for each rest break. As a result, Defendant does not compensate employees for this time at the overtime rate.

In addition, Defendant's policy and practice of requiring Rivera and Aggrieved Employees to perform work during their meal breaks results in off-the-clock work. This time spent working through meal periods goes unrecorded and uncompensated, even though it

¹ "Relevant Period" includes the one-year period preceding the date of this letter. "Aggrieved Employees" has the same meaning as defined in Cal. Lab. Code § 2699(c)(1). Although Plaintiff's employment has ended, and Plaintiff represents both current and former employees, for ease of reading, this notice is in present tense. As used in this notice, the present tense is also intended to include the past tense. All violations are continuing and ongoing.



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should be compensated at minimum wage and/or overtime rates under California law, giving rise to further minimum wage and overtime violations.

Consequently, Defendant fails to pay Plaintiff and Aggrieved Employees all wages due during the timeframes set forth in Cal. Lab. Code § 204, fails to pay Plaintiff and Aggrieved Employees minimum wage, and fails to pay Plaintiff and Aggrieved Employees all overtime wages owed. Upon information and belief, Defendant institutes similar policies across California that result in hundreds of Aggrieved Employees performing services for the benefit of Defendant without lawful compensation. Defendants' failure to pay these wages is willful and intentional.

Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages:

Defendant fails to provide timely, compliant meal and rest breaks to Rivera and Aggrieved Employees.

Defendant does not authorize, permit, and/or make available timely meal breaks to Rivera and Aggrieved Employees. On some occasions, Plaintiff and Aggrieved Employees are required to clock out for meal breaks, but continue working. In addition, Rivera and Aggrieved Employees' meal breaks are frequently interrupted or cut short. When Rivera and Aggrieved Employees work a shift of 10-12 hours or more, they are not provided the opportunity to take a second lunch break before the tenth hour of work. As a result, Rivera and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour and tenth hour of work.

Defendant does not authorize, permit, and/or make available timely rest breaks to Rivera and Aggrieved Employees. When Plaintiff and Aggrieved Employees work a shift of 10-12 hours or more, Defendant does not provide them with the mandatory third rest break. In addition Defendant does not count Plaintiff and Aggrieved Employees' mandatory rest breaks as time-worked for overtime purposes, in violation of the requirement that rest breaks be paid.

Defendant also has failed and continues to fail to pay Plaintiff and other Aggrieved Employees one (1) additional hour of pay at their regular rate of compensation for each workday that a compliant meal or rest period is not provided. Defendant's failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

Upon information and belief, Defendant institutes the same or substantially similar policies throughout its locations in California that result in hundreds of Aggrieved Employees not receiving required, timely and complete meal and rest breaks.



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Failure to Reimburse Business Expenses:

Defendant also denies Rivera and Aggrieved Employees proper reimbursement for necessary business expenditures.

Defendant requires Rivera and Aggrieved Employees to provide their own tools and equipment to perform their work for Defendant. This includes, but is not limited to, blade-holders and blade replacements, and braces to assist with heavy lifting. Defendant does not reimburse Rivera and Aggrieved Employees for such necessarily incurred expenses.

Defendant's failure to properly reimburse Rivera and Aggrieved Employees for business expenses gives rise to violations of Cal. Lab. Code § 2802. Upon information and belief, Defendant institutes the same or substantially similar policy throughout its locations in California that result in hundreds of Aggrieved Employees not receiving reimbursements for business expenditures incurred for the benefit of Defendant.

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Rivera and Aggrieved Employees perform a substantial amount of work which goes unrecorded and uncompensated, do not receive premium payments for missed, interrupted and/or untimely meal and rest periods, and are not reimbursed for business expenditures. Therefore, Rivera and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Cal. Lab. Code § 226. Defendant knowingly and intentionally fails to provide wage statements that accurately state the gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." For example, in Plaintiff's wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, and do not include overtime for work performed while on rest breaks and meal breaks. Plaintiff and Aggrieved Employees cannot promptly and easily determine from the wage statement alone their accurate gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Failure to Timely Pay All Wages Following Separation from Employment:

As a consequence of Defendant's failure to pay for all hours worked, including minimum wage and overtime premiums, failure to pay premiums for missed, interrupted and/or untimely meal and rest periods, and failure to reimburse business expenses, Rivera and Aggrieved Employees do not receive all wages owed during employment and upon separation from employment. Additionally, Rivera and Aggrieved Employees who are



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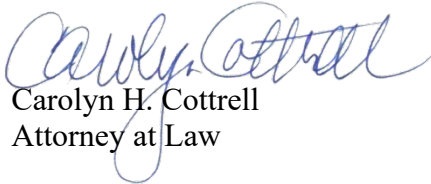
Defendant's former employees did not receive all wages owed following separation from employment. Defendant's failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees was/is willful and/or intentional.

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Plaintiff is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very Truly Yours,

**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**



Carolyn H. Cottrell
Attorney at Law

*cc: via U.S.P.S. Certified Mail
with Returned Receipt Requested*

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