



22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094
Email: farzad@rastegarlawgroup.com
naydalli@rastegarlawgroup.com
rastegarlawgroup.com

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Sent Via Certified U.S. Mail

Ahmed Alamari, Registered Agent [Tracking No.: 7017 3380 000 4481 0477]
13 Pointe West
Madera, CA 93637

Pacific Farm Management, Inc. [Tracking No.: 7017 3380 000 4481 0255]
1200 Maple Street #108
Madera, CA 93637

Legalinc, Registered Agent [Tracking No.: 7017 3380 000 4481 0460]
Four Embarcadero Center Suite 1400 #85
San Francisco, CA 94111

Olam Farming, Inc. [Tracking No.: 7017 3380 000 4481 0484]
205 E. River Park Circle, Suite 310
Fresno, CA 93720

RE: *Jose L. Alvarenga v. Pacific Farm Management, Inc./ Olam Farming, Inc.*

To Whom It May Concern:

This letter is the written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.*, including without limitation California Labor Code Sections 2699.3 (a)(1), 2699.3(b)(1), and/or 2699.3(c)(1) of the California Labor Code, and any other applicable provision of statute, rule, or law. This letter is being sent simultaneously via online filing to the California Labor and Workforce Development Agency. This letter is an important formal legal notice which may lead to immediate action against your company in a court of law and in administrative proceedings, or both and the imposition of substantial penalties and other orders and remedies against your company.

This office represents Jose L. Alvarenga, who is a former employee of Pacific Farm Management, Inc. and Olam Farm, Inc. in the State of California. We are investigating a potential class and representative California Labor Code Private Attorneys General Act ("PAGA") action on behalf of current and former employees, who worked for Pacific Farm Management, Inc. and Olam Farm, Inc.

A. *Failure to Provide Compliant Meal Periods and Rest Breaks*

IWC Wage Order 14-2001(11) and (12), as well Labor Code Section 512, require employers to provide a ten-minute, paid rest break, for every four-hour work period or major fraction thereof, as well as a thirty-minute unpaid meal period which must begin by the end of every fifth hour of a shift.

Labor Code 226.7 requires premium payments for each shift in which an employee is not provided with a meal period or rest break compliant with the Wage Order and Labor Code.

Jose L. Alvarenga was employed by Pacific Farm Management, Inc. and Olam Farming, Inc. from February 2021 to December of 2021. Throughout Mr. Alvarenga's employment, he and other employees were instructed to work past the fifth hour without receiving a meal period. Olam Farming, Inc.'s facility locations are understaffed, preventing employees from receiving all of their meal periods and rest breaks to which they are entitled in a compliant manner. In addition, Olam Farming, Inc. did not allow its employees to take their second duty-free thirty-minute meal break, after the tenth hour of work. Although employees' second meal period may be waived by the mutual consent of the employee and employer, Pacific Farm Management, Inc. and Olam Farming, Inc. failed to provide a mutual consent waiver to its employees. Thus, Mr. Alvarenga and other employees reserved their right to receive both meal periods. Olam Farming, Inc. violated California Labor Code Section 512 and IWC Wage Order 14-2001(11)(D), which states that a waiver must be documented in a written agreement that is voluntarily signed by both the employee and the employer should an employee decide to voluntarily waive their right to one of their two meal periods.

Furthermore, as set forth above, employers are required to make premium payments to employees who are denied compliant meal periods and rest breaks. However, Pacific Farm Management, Inc. and Olam Farming, Inc. routinely failed to make required premium payments.

B. *Failure to Maintain Employee Time Records*

IWC Wage Order 14-2001(7)(A) provides:

“Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.”

Pacific Farm Management, Inc. and Olam Farm, Inc. failed to record employee work period start and end times, meal period start time and stop times as a matter of policy and practice throughout their employment. Mr. Alvarenga alleges that Pacific Farm Management, Inc. and Olam Farm, Inc. did not have a policy or system in place for employees to record meal periods. Thus, employees were not able to record meal breaks, late meal breaks, short and/or missed meal breaks.

Mr. Alvarenga alleges that as a result of the above alleged conduct, Pacific Farm Management, Inc. and Olam Farm, Inc. provide their employees with inaccurate wages and total payment on their wage statements.

C. *Failure to Provide Accurate Wage Statements*

California Labor Code Section 226 requires employers to provide accurate itemized wage statements to their employees. Pacific Farm Management, Inc. and Olam Farm, Inc. failed to make, maintain, and provide accurate and compliant employment records which includes, but is not limited to, employee meal period time records and accurate work period start and end times. In failing to record and report accurate meal period start and end times, as well as potential meal premiums owed, Pacific Farm Management, Inc. and Olam Farm, Inc. denied their employees the opportunity to verify that they were compensated correctly and fully on their wage statements. On account of the violations set forth above, Pacific Farm Management, Inc. and Olam Farm, Inc. owed their employee's wages which were neither paid nor listed on employee wage statements. Mr. Alvarenga alleges that the foregoing unlawful practices were accomplished pursuant to company policies and practices that were uniform throughout all sites operated and serviced by Pacific Farm Management, Inc. and Olam Farm, Inc. This failure constitutes a violation of Section 226.

D. *Failure to Pay All Wages Due to Terminated Employees*

Ahmed Alamari, Registered Agent
Pacific Farm Management, Inc.
Legalinc, Registered Agent
Olam Farming, Inc.
10/19/22
Page 4

Pursuant to California Labor Code Sections 201 and 202, employees who are terminated or quit must be paid all wages due upon termination, or within 72 hours of giving notice. Based upon Pacific Farm Management, Inc. and Olam Farm, Inc. statutory and Wage Order violations set forth above, employees who were terminated or quit were not paid all wages due within the time periods specified by Sections 201 and 202.

This notice is hereby given to and is made against Pacific Farm Management, Inc. and Olam Farm, Inc., and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California. This notice is made on behalf of all persons who are, were, or will be employees of Pacific Farm Management, Inc. and Olam Farm, Inc., or any related or alter ego company, corporation, partnership, and/or business entity, at any time on or after a date four years prior to the date of this letter at any location within the State of California.

This notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or regulations thereunder which might be discovered because of reasonable and diligent investigation made pursuant to this notice.

Very truly yours,

Rastegar Law Group, APC

A handwritten signature in blue ink, appearing to read 'Farzad Rastegar', with a stylized flourish at the end.

Farzad Rastegar, Esq.