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July 15, 2025

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: https://dir.tfaforms.net/308

KEM FARMS, INC.
610 W Boone St
Santa Maria, CA 93458
Via Certified Mail # 9589 0710 5270 1148 9686 62

KEM FARMS, INC.
c/o Agent for Service of Process
Individual
Vincent T. Martinez
215 North Lincoln
Santa Maria, CA 93458
Via Certified Mail # 9589 0710 5270 1148 9686 79

Re: Rutilio Velasquez Gonzalez and Catarino Velasquez Gonzalez v. KEM Farms, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Rutilio Velasquez Gonzalez and Catarino Velasquez Gonzalez ("Plaintiffs") and a proposed group of current and former employees working for KEM Farms, Inc. ("Defendant") in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant's aggrieved employees. This letter shall incorporate and serve to supplement the notice letter sent by Kingsley Szamet Employment Lawyers on behalf of Paulina Santiago Garcia; Maximino Villanueva Vasquez; Catalina Galvez Santiago on April 23, 2024, LWDA Case No. LWDA-CM-1023908-24, a true and correct copy of which is attached hereto as Exhibit "A".

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by KEM Farms, Inc., in the State of California since one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employees").

Plaintiffs and the aggrieved employees worked for Defendant in or near Santa Barbara County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation, harvest, and juicing, of berries and chili peppers, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant. Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned a piece rate for work picking crops.
Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the *regular rate of pay* for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation must be included in the regular rate of pay for the purposes of determining correct overtime rates.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked, because Defendant failed to pay Plaintiffs and the aggrieved employees for each and every hour worked. Plaintiffs and the aggrieved employees routinely worked "off the clock" and performed compensable activities before, during, and after each working shift for which no pay was provided as detailed below.

With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work prior to their scheduled shift and perform work, but are routinely told by Defendants to wait anywhere from approximately 15 to 30 minutes before Plaintiffs and the aggrieved employees can begin their scheduled shifts. Plaintiffs and the aggrieved employees are required to walk 5 to 10 minutes every day walking to the field and prepping material for the day of work, including bringing the necessary tools required. During the rainy season, Plaintiffs and the aggrieved employees were required to wait around 30 min to 1 hour at least twice a week before beginning their scheduled shifts. Additionally, employees that worked picking chili peppers were occasionally required to report to work 3 to 3 and a half hours prior to their shift when Defendant required the employees to work out of town. This waiting time and work performed prior to Plaintiffs' and the aggrieved employees' scheduled shift occurs daily and Plaintiffs and the aggrieved employees are not compensated for this wait time or work performed. These activities and time are compensable, but Defendants fail to pay Plaintiffs and the aggrieved employees for this time worked.

In the middle of Plaintiffs' and the aggrieved employees shifts, Defendant required Plaintiffs and the aggrieved employees to travel between fields once they are done picking at one field. Plaintiffs and the aggrieved employees use their own vehicle(s) to travel to between fields per shift at least twice a week during their lunch breaks. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are they reimbursed for use of their personal vehicle to perform required work. This travel time usually takes 15 to 30 minutes to go from field to field. For employees that were required to work out of town picking chili peppers, they needed to arrive three (3) to three and a half (3 ½) hours early to take the bus at 4:00 a.m. Additionally, these employees that were working out of town would have to take the bus back for (3) hours after their shift ends to get back to Santa Maria, CA. Plaintiffs and the aggrieved employees are not compensated for this travel time, and if they were, it was usually only one (1) hour, instead of the five (5) or six (6) hours Plaintiffs and the aggrieved employees spent traveling to the out of town field.

Additionally, when Plaintiffs and the aggrieved employees were required to pick blueberries for juicing, Plaintiffs and the aggrieved employees would not be paid for the time they were picking blueberries for juicing. Plaintiffs and the aggrieved employees were required to produce at least one jar per hour, however Defendant failed to pay Plaintiffs and the aggrieved employees on a piece-rate basis for picking blueberries for juicing.

With regard to post-shift work, at the end of each working shift, Plaintiffs and the aggrieved employees are instructed by the foreman to finish the "corte" (section) before leaving the row. Plaintiffs and the aggrieved employees would work one (1) to two (2) hours after the end of their shift in order to finish the section or row they were working on. This time spent finishing their section or row was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable. Additionally, Plaintiffs and the aggrieved employees are required to do a line drop off of their boxes which takes 10 to 15 minutes every day. Plaintiffs and the aggrieved employees also spend time after their scheduled shift putting away tools and other work-related equipment, including boxes and jars used to pick the crops. Plaintiffs and the aggrieved employees have to walk back to their cars which were parked fifteen (15) to thirty (30) minutes away while carrying their harvest carts. This time spent putting away equipment and carrying their harvesting carts back to their cars is performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Additionally, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees at the appropriate rate of pay. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the aggrieved employees for all hours worked over 8 hours per day or 40 hours per week. As such, Plaintiff and the aggrieved employees were not paid overtime pay despite working over eight (8) hours in one day or forty (40) hours in one week.

Defendant failed to pay travel time, include work performed off-the-clock, and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

Additionally, Defendant has had a consistent policy of failing to pay all minimum wages to Plaintiffs and all aggrieved employees. Plaintiffs and all aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate. Plaintiffs and the aggrieved employees were paid on a piece rate basis for work picking berries and chili peppers. Plaintiffs and the aggrieved employees would not earn enough commissions to meet the minimum wage requirements under California law. Additionally, since Plaintiffs and the aggrieved employees were not paid for their pre-shift, travel time, and post-shift compensable activities, they did not earn enough compensation to meet the minimum wage requirements under California law. Labor Code § 1194.2 provides that in any action under to recover wages because of the payment of a wage less than minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (14-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, 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. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Depending on the crops that the employees were working on that day, Plaintiffs and the aggrieved employees would be interrupted during their lunch break in order to travel to the next field. This happened at least twice a week.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendants have had a consistent policy of failing to pay meal period premiums in compliance with California law.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal tools for business related purposes. When employees first begin performing work for Defendant, they are provided a pair of scissors for pruning, a shovel, a plastic box for the berries, and a five gallon bucket for harvesting chili peppers. However, these tools are of poor quality and are required to be returned every day after finishing work. Additionally, Defendant charges Plaintiffs and the aggrieved employees for any lost or broken tools. The tools provided by Defendant do not allow Plaintiffs and the aggrieved employees to perform their work adequately.

Defendant also requires Plaintiffs and the aggrieved employees to purchase a variety of tools in order to perform their work adequately. These tools/equipment included: (1) the harvest carts, which were a two time $55.00 charge (one for berries, one for chilis), with $15.00 for replacement tires that would be replaced twice a year; (2) boots, $50.00 for one pair a season; (3) gloves for crop harvesting, costing $28.00 for a box of 100 gloves, which would need to be replenished twice a week; (4) chaps, $18.00 a pair for one season; (5) specialized scissors for strawberry pruning, $14.00; (6) specialized scissors for blueberry pruning, $40.00; (7) a specialized knife for strawberry and zucchini pruning, $15.00; (8) a specialized knife for strawberry canning, $10.00; (9) a large basket to carry the buckets for berries, which is normally provided by Defendant, but in poor quality so Plaintiffs and the aggrieved employees are required to purchase for $50.00 in order to perform their work adequately; (10) a "bell" to carry the basket for the berries, $20.00 - $30.00 per season. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these tools/equipment.

Defendant also required Plaintiffs and all aggrieved employees to travel between fields to perform work tasks. Because Defendant did not provide buses or other transportation to workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the aggrieved employees used their own vehicles to travel from field to field. Defendant did not reimburse Plaintiffs and the aggrieved employees for their vehicle use for travel between Defendant's job sites during the course of a work shift, in violation of California law.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiffs and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiffs is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

Also, Defendant issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code §245.5 and 246 provide that "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." Here, Defendant has failed to set forth the amount of sick leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage statements described in Section 226 that it issues to Plaintiffs and all aggrieved employees. Therefore, Defendant has violated Labor Code §245.5 and 246 with respect to our client and all aggrieved employees. Thus, Plaintiffs are aggrieved employees within the meaning of PAGA.

Labor Code § 203 provides that if "an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203. As such, Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiff to pursue PAGA penalties for violations not personally suffered.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ________________________________
Kelsey M. Szamet

[KMS/km]
Cc: 1. Martinez Aguilasocho Law, Inc., P.O. Box 1998, Bakersfield, CA93303

EXHIBIT "A"

KINGSLEY
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April 23, 2024

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Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: https://dir.tfaforms.net/308

KEM Farms, Inc.
610 W Boone St.
Santa Maria, CA 93458
Via Certified Mailing # 7022 3330 0002 1335 9612

Re: Paulina Santiago Garcia; Maximino Villanueva Vasquez; Catalina Galvez Santiago v. KEM Farms, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Paulina Santiago Garcia; Maximino Villanueva Vasquez; Catalina Galvez Santiago ("Plaintiffs") and a proposed group of current and former employees working for KEM Farms, Inc. ("Defendant") in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant's aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by KEM Farms, Inc., in the State of California since one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employees").

Plaintiffs and the aggrieved employees worked for Defendant in or near Santa Barbara County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation, harvest, and juicing, of berries and chili peppers, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant. Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned a piece rate for work picking crops.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the *regular rate of pay* for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation must be included in the regular rate of pay for the purposes of determining correct overtime rates.

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With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work prior to their scheduled shift and perform work, but are routinely told by Defendants to wait anywhere from approximately 15 to 30 minutes before Plaintiffs and the aggrieved employees can begin their scheduled shifts. Plaintiffs and the aggrieved employees are required to walk 5 to 10 minutes every day walking to the field and prepping material for the day of work, including bringing the necessary tools required. During the rainy season, Plaintiffs and the aggrieved employees were required to wait around 30 min to 1 hour at least twice a week before beginning their scheduled shifts. Additionally, employees that worked picking chili peppers were occasionally required to report to work 3 to 3 and a half hours prior to their shift when Defendant required the employees to work out of town. This waiting time and work performed prior to Plaintiffs' and the aggrieved employees' scheduled shift occurs daily and Plaintiffs and the aggrieved employees are not compensated for this wait time or work performed. These activities and time are compensable, but Defendants fail to pay Plaintiffs and the aggrieved employees for this time worked.

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Additionally, when Plaintiffs and the aggrieved employees were required to pick blueberries for juicing, Plaintiffs and the aggrieved employees would not be paid for the time they were picking blueberries for juicing. Plaintiffs and the aggrieved employees were required to produce at least one jar per hour, however Defendant failed to pay Plaintiffs and the aggrieved employees on a piece-rate basis for picking blueberries for juicing.

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Additionally, Defendant has had a consistent policy of failing to pay all minimum wages to Plaintiffs and all aggrieved employees. Plaintiffs and all aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate. Plaintiffs and the aggrieved employees were paid on a piece rate basis for work picking berries and chili peppers. Plaintiffs and the aggrieved employees would not earn enough commissions to meet the minimum wage requirements under California law. Additionally, since

Plaintiffs and the aggrieved employees were not paid for their pre-shift, travel time, and post-shift compensable activities, they did not earn enough compensation to meet the minimum wage requirements under California law. Labor Code § 1194.2 provides that in any action under to recover wages because of the payment of a wage less than minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Depending on the crops that the employees were working on that day, Plaintiffs and the aggrieved employees would be interrupted during their lunch break in order to travel to the next field. This happened at least twice a week.

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In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal tools for business related purposes. When employees first begin performing work for Defendant, they are provided a pair of scissors for pruning, a shovel, a plastic box for the berries, and a five gallon bucket for harvesting chili peppers. However, these tools are of poor quality and are required to be returned every day after finishing work. Additionally, Defendant charges Plaintiffs and the aggrieved employees for any lost or broken tools. The tools provided by Defendant do not allow Plaintiffs and the aggrieved employees to perform their work adequately.

Defendant also requires Plaintiffs and the aggrieved employees to purchase a variety of tools in order to perform their work adequately. These tools/equipment included: (1) the harvest carts, which were a two time $55.00 charge (one for berries, one for chilis), with $15.00 for replacement tires that would be replaced twice a year; (2) boots, $50.00 for one pair a season; (3) gloves for crop harvesting, costing $28.00 for a box of 100 gloves, which would need to be replenished twice a week; (4) chaps, $18.00 a pair for one season; (5) specialized scissors for strawberry pruning, $14.00; (6) specialized scissors for blueberry pruning, $40.00; (7) a specialized knife for strawberry and zucchini pruning, $15.00; (8) a specialized knife for strawberry canning, $10.00; (9) a large basket to carry the buckets for berries, which is normally provided by Defendant, but in poor quality so Plaintiffs and the aggrieved employees are required to purchase for $50.00 in order to perform their work adequately; (10) a "bell" to carry the basket for the berries, $20.00 - $30.00 per season. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these tools/equipment.

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As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

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Code §226(a) with respect to Plaintiffs and all aggrieved employees.

Also, Defendant issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code §245.5 and 246 provide that "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." Here, Defendant has failed to set forth the amount of sick leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage statements described in Section 226 that it issues to Plaintiffs and all aggrieved employees. Therefore, Defendant has violated Labor Code §245.5 and 246 with respect to our client and all aggrieved employees. Thus, Plaintiffs are aggrieved employees within the meaning of PAGA.

Labor Code § 203 provides that if "an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203. As such, Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiff to pursue PAGA penalties for violations not personally suffered.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: ______________________________
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[LKL/tg]
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