

SCOTT E. WHEELER
ATTORNEY AT LAW
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711
TELEPHONE (909) 621-4988
FACSIMILE (909) 621-4622
sew@scottwheelerlawoffice.com

January 11, 2023

Filed Online

Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

**Via Certified U.S. Mail – Return
Receipt Requested**

Fisher & Phillips LLP
Rebecca Hause – Schultz, Esq.
C/O Foothill Packing, Inc.
621 Capitol Mall, Suite 1400
Sacramento, California 95814

Re: Notice Pursuant to California Labor Code § 2699.3

To Foothill Packing, Inc., and Representatives of the California Labor Workforce Development Agency:

This office represents Miguel Angel Reyes (“Mr. Reyes”), a former employee of Foothill Packing, Inc., (“Employer”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698 *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 8-2001¹, which Mr. Reyes alleges that Employer has violated, including the facts and theories to support the alleged violations.

¹Hereinafter, when reference is made to IWC Wage Order No. 8-2001, it shall include reference to corresponding sections of IWC Wage Order No. 13-2001, IWC Wage Order No. 14-2001 and any other Wage Orders that are or may be applicable.

of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employer and any and all related and/or alter ego companies, corporations, partnerships, subsidiaries, 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 the violations alleged herein.

PRELIMINARY STATEMENT

My office is investigating a representative action on behalf of current and former non-exempt employees of Employer (“aggrieved employees”) in the State of California regarding Employer’s unlawful policies and practices. Among other things, Mr. Reyes and other aggrieved employees allege that Employer is liable for the following: failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and Wage Order No. 8-2001, §§ 11-12; failure to provide recovery periods as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395; failure to pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal, rest or recovery period is not provided, in violation of Labor Code § 226.7 and Wage Order No. 8-2001, §§ 11(B) and 12(B); failure to pay non-exempt employees overtime wages, and failure to properly calculate overtime wages, in violation of Labor Code §§ 510, 1194, 1198, and Wage Order No. 8-2001, § 3; failure to pay non-exempt employees minimum wages for all hours worked, in violation of Labor Code §§ 1194, 1197, 1197.1, and Wage Order No. 8-2001, § 4; failure to pay non-exempt employees the unpaid balance of the full amount of minimum wage or overtime compensation, including interest, in violation of Labor Code § 1194; failure to timely pay non-exempt employees all wages due, in violation of Labor Code § 204; willful failure to pay discharged or quitting non-exempt employees all wages due, in violation of Labor Code §§ 201-203; failure to provide accurate itemized wage statements to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; and failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and Wage Order No. 8-2001, § 7; failure to pay sick pay pursuant to Labor Code § 246; failure to provide COVID-19 Supplemental Paid Sick Leave in violation of Labor Code §§ 248.1, 248.2, 248.3 and 248.5; failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code § 2802; failure to provide suitable resting facilities, in violation of California Labor Code § 1198 and Wage Order No. 8-2001, § 13; and failure to provide suitable seating, in violation of California Labor Code § 1198 and Wage Order No. 8-2001, § 13.

FACTS AND THEORIES

Mr. Reyes was employed by Employer as a sheet metal fabricator/welder. Employer maintains an office located at 1582 Moffett Street, Suite G, Salinas, California 93902 from approximately January 2022, until August 6, 2022. Mr. Reyes' s duties included but were not limited to, general maintenance of equipment and machinery and welding. Aggrieved employees other than Mr. Reyes include, but are not limited to, all non-exempt employees who similarly experienced wage and hour violations as alleged herein.

Mr. Reyes, on behalf of himself and other aggrieved employees of Employer in the State of California during the one (1) year preceding the date of this notice letter, alleges the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512 and IWC Order No. 8-2001, § 11, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Employer is required to pay one (1) hour of compensation for each missed or non-compliant meal period to its non-exempt employees.

Employer regularly did not allow its non-exempt employees, including Mr. Reyes, to take a full thirty (30) minute meal periods, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). More specifically, Employer failed to implement policies or procedures to provide meal periods to its non-exempt employees. Among other things, Employer did not properly notify its non-exempt employees of their rights under California law to take timely, uninterrupted meal periods (including the right to second meal periods during shifts of longer than ten (10) hours), and thus, aggrieved employees like Mr. Reyes were left in the dark as to when or for how long they could take their meal periods.

To the extent Employer had any policy regarding the provision of meal periods to its non-exempt employees, Employer's policy was to actively discourage such meal periods. Employer consistently denied Mr. Reyes and other aggrieved employees compliant meal periods by requiring them to complete so much work within their shifts that they would be forced to skip their meal periods, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period. Further, Mr. Reyes and other aggrieved employees always needed to get permission from their supervisor in order to take their meal periods, and these requests were frequently denied. Finally, to the extent that aggrieved employees are able to take meal periods, Employer fails to maintain records relating to the start and end times when the aggrieved employees take meal periods in order to try and conceal Employer's practice of not providing compliant meal periods.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 8-2001 by willfully failing to compensate Mr. Reyes and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided. Employer further violated California Labor Code § 226.7, 510, 1194, 1197, and IWC Wage Order No. 8-2001 by failing to compensate Mr. Reyes and other aggrieved employees for all hours worked during their meal periods.

II. Rest Period Violations

Employer failed to authorize and permit Mr. Reyes and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 8-2001, § 12. Employer is required to provide a ten (10) minute rest period for every four hours worked or major action thereof. Further, Employer is required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

Employer failed to implement policies or procedures to provide rest periods, and Mr. Reyes and other aggrieved employees did not take rest periods when they were entitled to because they were not informed of their rights under California law. To the extent Employer maintained any such policy or procedure, Employer's policy was to actively discourage Mr. Reyes and other aggrieved employees from taking their rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken.

Further, Mr. Reyes and the other aggrieved employees could not simply stop their work and take a rest period. Moreover, Mr. Reyes and the other aggrieved employees needed permission from their supervisor in order to take their rest periods, and these requests were frequently denied. Mr. Reyes and other aggrieved employees would not take rest periods during shifts between 3.5 and 4 hours even though one rest period is legally required during such shifts. Employer also failed to provide break rooms or other adequate locations for Mr. Reyes and other aggrieved employees to take their rest periods.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 8-2001, § 12 by failing to pay Mr. Reyes and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided.

III. Recovery Period Violations

Employer failed to provide recovery periods to the aggrieved employees as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395.

Employer is required to provide recovery or “cooldown” periods to non-exempt employees, who are working outdoors, in order to prevent heat illness. Further, Employer is required to pay one (1) additional hour of compensation at the non-exempt employee’s regular rate of pay for each workday in which the recovery period is not provided.

Mr. Reyes and the other aggrieved employees worked and continue to work outdoors. This work is frequently performed over the course of many hours in heat exceeding 85 degrees Fahrenheit. Despite these work conditions, Employer has failed to implement any policy or practice of providing proper recovery periods to its non-exempt employees.

Employer has similarly failed to make any efforts to comply with heat illness prevention regulations by providing proper places of shade for recovery periods or by supplying sufficient amounts of drinking water. There have been many days when Employer did not provide aggrieved employees with any water, and aggrieved employees had no knowledge they were entitled to take recovery periods and thus they never took them.

Employer further violated California Labor Code § 226.7 by failing to pay aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a recovery period was not provided.

IV. Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001, § 3, Employer is required to compensate Mr. Reyes and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Reyes and other aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001. Employer failed to compensate Mr. Reyes and other aggrieved employees for all overtime hours worked by simply not paying them any overtime, even though they worked shifts in excess of 8 hours and worked well over 40 hours in a workweek. Employer also fails to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, not including the value of bonuses, and other forms of compensation in the calculation of overtime; requiring, permitting or suffering Mr.

Reyes and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Reyes and other aggrieved employees to work through meal and rest periods but not compensating them for this time, rounding time worked by Mr. Reyes and the other aggrieved

employees in such a manner that is favorable to Employer, failing to include this time in all hours worked; illegally and inaccurately, recording time that Mr. Reyes and other aggrieved employees worked; rounding time worked by Mr. Reyes and the other aggrieved employees in such a manner that is favorable to Employer; and other methods to be discovered. Finally, Employer paid Mr. Reyes and the other aggrieved employees based upon their schedules and not actual hours worked which deprived them of all overtime compensation earned.

Employer has refused to perform its obligations to compensate Mr. Reyes and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order No. 8-2001, § 3.

V. Failure to Pay Minimum Wages

Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 8-2001, § 4, payment to a non-exempt employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Employer failed to pay Mr. Reyes and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mr. Reyes and other aggrieved employees to work off the clock; by not properly compensating Mr. Reyes and other aggrieved employees for overtime hours worked; requiring, permitting or suffering Mr. Reyes and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; illegally and inaccurately recording time that Mr. Reyes and other aggrieved employees worked; rounding time worked by Mr. Reyes and the other aggrieved employees in such a manner that is favorable to Employer; and other methods to be discovered.

VI. Failure to Timely Pay All Wages Earned

Pursuant to California Labor Code § 204, Employer must pay employees at least twice a month for all wages earned during the preceding pay period. California Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An Employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period within which the wages were earned.

Employer failed to pay Mr. Reyes and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mr. Reyes and other aggrieved employees for work they performed off the clock, illegally and inaccurately recording time in which Mr. Reyes and other aggrieved employees worked, and requiring them to work through their meal and rest periods without proper compensation.

Finally, Employer compensated Mr. Reyes and the other aggrieved employees based upon their schedules and not actual hours worked which deprived them of all compensation earned.

Employer knew it was required to pay Mr. Reyes and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet it willfully failed to do so.

VII. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, Employer is required to pay all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, an employer is required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 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.

California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Derivatively, because Employer, among other things, required Mr. Reyes and other aggrieved employees to work off the clock without compensation, illegally and inaccurately recording time in which Mr. Reyes and other aggrieved employees worked, rounding time worked by Mr. Reyes and the other aggrieved employees in such a manner that is favorable to Employer, and required them to work through their meal and rest periods without compensation, Employer has willfully failed and continues to fail to pay wages due to Mr. Reyes and other aggrieved employees in accordance with California Labor Code §§ 201 and 202. Finally, Employer compensated the aggrieved employees based upon their schedules and not actual hours worked which deprived them of all compensation earned which was not paid at the time of separation.

VIII. Failure to Maintain Required Records

Employer failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 8-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee, including overtime hours worked; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Employer fails to maintain records of the accurate time work by Mr. Reyes and the other aggrieved employees and fails to maintain records of the start and end times of all work shifts, and meal periods taken. Employer knew it was not providing its non-exempt employees with proper meal, rest and recovery periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation for each missed meal and rest period. In addition, Employer also failed to provide for sick leave and supplemental COVID-19 sick leave in its wage statements provided to Mr. Reyes and the other aggrieved employees, including but not limited to, hours available for COVID 19 supplemental paid sick leave; applicable rates of pay related to COVID 19 supplemental paid sick leave; and accurate itemized wage statements. Finally, Employer required its non-exempt employees to work off the clock and intentionally failed to compensate them for this time. Employer also illegally and inaccurately recorded the time in which Mr. Reyes and other aggrieved employees worked.

IX. Failure to Furnish Accurate Itemized Wage Statements

Employer failed to provide Mr. Reyes and other aggrieved employees with timely, accurate, and itemized wage statements in writing accurately showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, available sick leave and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 8-2001, § 7.

Further, Employer's wage statements failed to list the total hours available to Mr. Reyes and the other aggrieved employees of their available hours of COVID 19 supplemental sick leave and all corresponding applicable rates of pay for any COVID 19 supplemental sick leave taken and/or a separate listing of COVID 19 supplemental paid sick leave that is different than sick leave or personal time off, all in violation of California Labor Code § 226, 246, 248.1, 248.2, 248.3 and IWC Wage Order No. 8-2001, § 7.

Employer fails to maintain records of the accurate time work by Mr. Reyes and the other aggrieved employees and fails to maintain records of the start and end times of all meal periods taken. Employer knowingly failed to include the actual time worked in their wage statements so as to conceal its wage theft. Further, Employer was not providing Mr. Reyes and other aggrieved employees with proper meal and rest periods and intentionally failed to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each non-

compliant meal or rest period. In addition, Employer required Mr. Reyes and other aggrieved employees to work off the clock without compensation and did not pay Mr. Reyes and other aggrieved employees overtime, which was not reflected in their wage statements. Mr. Reyes and other aggrieved employees were confused by these inaccurate wage statements, which resulted in substantial harm to them, because it prevented them from discovering the scope and extent of

Employer's violations of California wage and hour laws.

X. Failure to Comply With Labor Code § 246

Labor Code § 246 provides that an employee who works in California for more than "30 or more days within a year ... is entitled to be paid sick days ..." Labor Code Section § 246 (i) requires an employer to provide an employee with "written notice" that sets forth the "amount of sick leave available" on the employee's wage statement pursuant to Labor Code § 226 or "... in a separate writing provided on the designated pay date with the employee's payment of wages."

Moreover, §246 (I)(1) provides, "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

Here, Employer fails to pay sick time at the regulate rate of pay for the workweek in which aggrieved employees use sick time. Further, the wage statements provided by Employer to aggrieved employees are inaccurate for purposes of Labor Code §226 based upon Employer's failure to calculate the correct rate of pay for sick time during the work weeks in which paid sick time is used. In particular, Employer failed to pay aggrieved employees at the regular rate of pay because it failed to take all forms of compensation, including differentials, bonuses, commissions, incentives, and other wages into account in calculating the regulate rate of pay in violation of Labor Code §246.

XI. California COVID-19 Supplemental Paid Sick Leave

As of March 29, 2021, Employer employs 26 or more aggrieved employees. As such, Employer is required to provide 80 hours of COVID-19 supplemental paid sick leave and compensate Mr. Reyes and the other aggrieved employees at their regular rate of pay for supplemental sick leave, i.e. highest regular rate of pay, taking into consideration non-discretionary bonuses, etc. See, California Labor Code §248.1(b)(3)(A). Employer has an obligation to provide COVID-19 supplemental sick leave in addition to regular sick leave. See, California Labor Code §248.1(b)(2)(D).

Moreover, based upon the incorporation of California Labor Code §246 into California Labor Code §248.1(b)(2)(D), starting on March 29, 2021 or shortly thereafter, Employer is required to accurately reflect any offset and/or the current amount of COVID-19 supplemental sick leave available to Mr. Reyes and the other aggrieved employees. See, California Labor Code §248.1(b)(2)(D). Further, Employer is prohibited from requiring aggrieved employees from

using any other paid or unpaid leave, paid time off, or vacation time provided by Employer before the aggrieved employees were provided, used or in lieu of COVID-19 supplemental paid sick leave. See, California Labor Code §248.1 (b)(4). Employer is also in violation of California Labor Code §§248.2 and 248.3 also for the reasons provided herein.

Here, Employer did not provide Mr. Reyes or the other aggrieved employees with COVID-19 supplemental paid sick leave. Further, Employer failed to list and itemize COVID-19 supplemental paid sick leave on the wage statements for Mr. Reyes and the other aggrieved employees and also failed to pay the aggrieved employees COVID-19 supplemental sick leave at their regular rate of pay. Employer also required aggrieved employees to use paid time off or the equivalent in lieu of providing COVID-19 supplemental sick leave. Employer also did not properly notify and/or provide their non-exempt employees of their rights under California law with regard to COVID-19 supplemental sick leave, and thus aggrieved employees like Mr. Reyes and the other aggrieved employees were left in the dark as to if or how much COVID-19 supplemental paid sick leave was available to them.

XII. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code § 2802(a) requires California employers to indemnify non-exempt employees 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.

Employer has failed to indemnify Mr. Reyes and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer in violation of California Labor Code § 2802. Employer has failed to properly indemnify Mr. Reyes and other aggrieved employees for safety equipment and personal protective equipment during the COVID-19 pandemic, in violation of California Labor Code §§ 2802, 226 and Wage Order No. 8-2001, § 9.

XIII. Failure to Provide Suitable Resting Facilities

IWC Wage Order No. 8-2001, § 13 provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours." Employer has failed to provide suitable resting facilities by not providing a break room, or any other appropriate designated area on the work premises, where Mr. Reyes and other aggrieved employees could take meal periods and rest breaks.

XIV. Failure to Provide Suitable Seating

IWC Wage Order No. 8-2001, § 14 provides:

“(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

Employer has failed to provide suitable seating by not providing any seats or stools in the fields and in other locations worked by Mr. Reyes and other aggrieved employees. The nature of the work reasonably permits the use of seats when working. To the extent that the use of seats could interfere with their work duties, at all times herein it is and has been reasonable for Employer to place seats in reasonable proximity to the areas worked by Mr. Reyes and other aggrieved employees when doing so would not interfere with their job duties.

XV. Failure to Comply With Labor Code § 2810.5

Labor Code § 2810.5 requires Employer to provide notice to Mr. Reyes and the non-exempt aggrieved employees notice of their rate(s) of pay, designated pay day, the employer’s intent to claim allowances (meal or lodging allowances) as part of the minimum wage, and the basis of wage payment (whether paying by hour, shift, day, week, piece, etc.), including any applicable rates for overtime. The law requires that the notice contain the employer’s “doing business as” names, and that it be provided at the time of hiring and within 7 days of a change if the change is not listed on the employee’s pay stub for the following pay period. The notice must be provided in the language the employer normally uses to communicate employment-related information to the employee, through translated notices provided by the Department of Labor. Employer failed to comply with Labor Code § 2810.5 and did not provide the required notice to Mr. Reyes and other non-exempt aggrieved employees at any time.

DEMAND

Demand is hereby made that Employer shall agree, in writing, provided no later than thirty-three (33) calendar days from the postmark date of this notice letter, to pay Mr. Reyes and all other aggrieved employees during the period of one (1) year prior to this notice, back pay, compensation, penalties, and interest, for the above-referenced violations.

California Labor & Workforce Development Agency
Foothill Packing, Inc.
January 11, 2023
Page 12 of 12

This demand includes but is not limited to all premium payments owed to Mr. Reyes and aggrieved employees for missed and non-compliant meal and rest period, and penalties for unpaid wages and waiting time penalties. Employer shall agree to pay accrued interest to Mr. Reyes and aggrieved employees at the rate of ten (10) percent per annum for all unpaid wages.

Employer shall further agree to pay all statutory and civil penalties arising from the violations of the Labor Code and IWC wage order sections referenced herein, including but not limited to Labor Code §§ 2698 *et seq.* (PAGA), 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2699, and Wage Order No. 8-2001, § 20. Employer shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein.

Employer shall further agree to cure their wage statement violations by providing fully compliant, itemized wage statements, including but not limited to wage statements that include the name and address of the legal entity of the employer, to each and every aggrieved employee for each pay period for three years prior to the date of this notice letter.

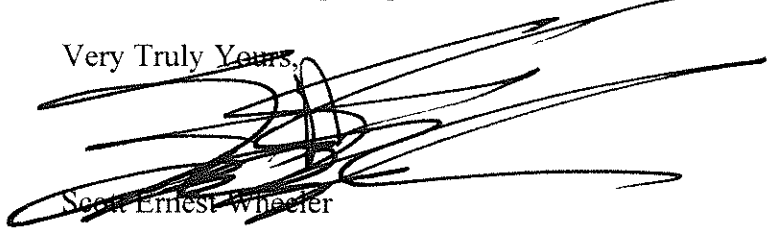
Finally, a plaintiff has standing to represent all aggrieved employees for all of his asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a) and (c)).

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice, via United States Certified Mail to:

Law Office of Scott Ernest Wheeler
Scott Ernest Wheeler, Esq.
250 West First Street, Suite 216 Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com

Thank you for your prompt attention to this matter.

Very Truly Yours,



Scott Ernest Wheeler

SEW/yc