

August 4, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of MARK MOSQUEDA, JONATHAN JASSO,
and Aggrieved Employees Under California Labor section 2699.3

Employer:

CALPORTLAND COMPANY
1490 RUBIDOUX BOULEVARD
JURUPA VALLEY, CA 92509

REGISTERED AGENT SOLUTIONS, INC.,
As Agent for Service of Process
C/O CALPORTLAND COMPANY
720 14TH STREET
SACRAMENTO, CA

INDUSTRIAL CLERICAL RECRUITERS, INC.
15316 DOS PALMAS
VICTORVILLE, CA 92392

ROBERT A LOVINGOOD,
As Agent for Service of Process
C/O INDUSTRIAL CLERICAL RECRUITERS, INC.
15316 DOS PALMAS
VICTORVILLE, CA 92392

CALPORTLAND COMPANY
18400 FALCHION RD.
APPLE VALLEY, CA 92307

CALPORTLAND COMPANY
2025E. FINANCIAL WAY
GLEN DORA WAY, CA 91741

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns MARK MOSQUEDA, JONATHAN JASSO’s (“Employees”) employment with Employee’s former employers: CALPORTLAND COMPANY; INDUSTRIAL CLERICAL RECRUITERS, INC. (“Employer”). Employee MARK MOSQUEDA was employed as a non-exempt employee of Employer, at without limitation, 15316 Dos Palmas Rd., Victorville, CA 92392, with duties that included, but were not limited to, sweeping, shoveling, wheel burrowing, driving the guzzler truck, and vacuuming, from approximately January of 2025 through approximately February of 2025. Employee JONATHAN JASSO was employed as a non-exempt employee of Employer, at without limitation, 18400 Falchion Rd., Apple Valley, CA 92307, with duties that included, but were not limited to, driving a haul truck into the quarry to be loaded with materials, transporting and dumping materials at the plant feeder, assisting with plant operations

when equipment was down, and performing welding and torching tasks, from approximately July of 2024 through approximately April of 2025. Employees seek to represent non-exempt employees of INDUSTRIAL CLERICAL RECRUITERS, INC, all non-exempt employees of CALPORTLAND COMPANY, and all non-exempt employees of INDUSTRIAL CLERICAL RECRUITERS, INC placed at CALPORTLAND COMPANY, and each of them, as further set forth below. All employees that Employees seek to represent, as detailed in this Paragraph, shall be referred to as “Aggrieved Employees”. Moreover, the allegations herein shall encompass the “PAGA Period”, which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employees and other Aggrieved Employees personally suffered Employer’s violations of the Labor Code section 510 and applicable Wage Orders. Employees are informed and believe, and based thereon alleges, that Employer had and has a policy or practice of requiring Employees and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Employer’s control due to, without limitation: As to Employee MARK MOSQUEDA, he was required to arrive 15 minutes early to work without compensation; and he was also required to work 30 minutes to one hour past his scheduled shift, and instructed to record only his regular scheduled shift. Given Employee personally suffered these violations of the overtime laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the overtime laws, including potential violations for failing to pay at the proper overtime include all forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay. Moreover, Employer failed to pay for all time clocked in by Aggrieved Employees because of, although unclear from the time and pay records shown, either the detrimental rounding, editing and/or manipulation of time entries to show less hours than actually worked. These practices were all to the detriment of Employees and other Aggrieved Employees. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 223, 551, 552, 1194, 1198, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employees and other aggrieved employees to damages, including, without limitation, unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer had and has a practice or policy of failing to compensate Employees and other Aggrieved Employees with

minimum wages for all hours worked or otherwise under Employer's control each day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Employer's control due to, without limitation: As to Employee MARK MOSQUEDA, he was required to arrive 15 minutes early to work without compensation; and he was also required to work 30 minutes to one hour past his scheduled shift, and instructed to record only his regular scheduled shift. Employee and other Aggrieved Employees personally suffered these violations. Given Employee personally suffered these violations of the minimum wage laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage laws, including potential violations for failing to pay at the proper overtime include all forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay. Moreover, Employer failed to pay for all time clocked in by Aggrieved Employees because of, although unclear from the time and pay records shown, either the detrimental rounding, editing and/or manipulation of time entries to show less hours than actually worked. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked. Employees are further informed and believe, and based thereon allege and that Employees and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employee in the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of compelling its Employees and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: As to Employee MARK MOSQUEDA, by interrupting meal periods as management frequently instructed him to perform work duties while off the clock; not providing timely meal periods; failing to provide first and second meal periods; and providing short meal periods. Notably, Employee did not receive any premium pay for meal break violations. As to Employee JONATHAN JOSSO, not providing timely meal periods; failing to provide first and second meal periods; and providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes. Employee JONATHAN JOSSO was also pressured by management to falsify meal break information in the electronic time keeping system. Employees and other Aggrieved Employees personally suffered these violations. Given Employees personally suffered these violations of the meal period laws, Employees also seeks to represent Aggrieved Employees in connection with

other violations of the meal period laws, including potential violations for unprovided meals, late meals, short meals, interrupted meals, auto-deducted meals, meals for which Aggrieved Employees were not relieved of all duties, and meals for which aggrieved employees were not permitted to leave the premises, if any of these should be found. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: As to Employee MARK MOSQUEDA, by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, interrupting them; not providing rest periods in a timely fashion; and not permitting employees to leave the premises. As to Employee JONATHAN JOSSO, by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, not providing rest periods in a timely fashion; and not permitting employees to leave the premises. Employees did not receive penalty pay for rest break violations. Employees and other Aggrieved Employees personally suffered these violations. Given Employees personally suffered these violations of the meal period laws, Employees also seeks to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for unprovided rests, short rests, interrupted meals, rest breaks that required clock-outs, rests for which Aggrieved Employees were not relieved of all duties, and rests for which aggrieved employees were not permitted to leave the premises, if any of these should be found. Employees are informed and believe, and based thereon allege, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil

penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee JONATHAN JASSO is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Specifically, Employee was required to perform work assignments without the proper safety gear (including operating a vehicle without a seatbelt). Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employees are informed and believe, and based thereon allege that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employees and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employees and other Aggrieved Employees upon request in violation of these Labor Code sections. Employees and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employees and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employees, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all

applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employees are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employees are further informed and believe, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer, both independently and for the reasons stated above, also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employees and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee Mark Mosqueda is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated

Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee JONATHAN JASSO is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for the purchase and maintenance of cellular phones and cellular phone plans, as Employee was received to received calls from managers, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee MARK MOSQUEDA is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are further informed and believe, and based thereon allege, that Employer has or had a policy or practice of failing to provide Employees and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employees are further informed and believe that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employees are further informed and believe that Employer also did not permit its use upon request by Employees and other Aggrieved Employees as contemplated under California and local laws, including, without

limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employees are thus informed and believe that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employees and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believes, and based thereon allege that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 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." Employees are informed and believes and based thereon alleges that Employer did not and do not pay Employees and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employees are informed and believe, and based thereon allege that Employer violated Labor Code section 204 and that Employees and other Aggrieved Employees have personally suffered these violations. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employees, with owed wages weekly by not later than the regular payday of the following week. Employees are informed and believe that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employees and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer, including its agents, managers, superintendents, and/or officers, required Employees and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, and other written documents presented for signature and/or assent to Employees and/or Aggrieved Employees by Employer. Employer also required Employees and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employees are informed and believe that Employer violated Labor Code sections 432.5 and 1198. As such, Employees are informed and believe, and based thereon alleges, that Employees and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employees and other Aggrieved Employees to damages. Employees are further informed and believe, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, Employer would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, Employer would thus be subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying

violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Jason W. Rothman

Jason W. Rothman

cc: CALPORTLAND COMPANY
1490 RUBIDOUX BOULEVARD
JURUPA VALLEY, CA 92509
(via U.S. Certified Mail, Return Receipt Requested
No. 9589-0710-5270-1471-5522-24)

REGISTERED AGENT SOLUTIONS, INC.,
As Agent for Service of Process
C/O CALPORTLAND COMPANY
720 14TH STREET
SACRAMENTO, CA
(via U.S. Certified Mail, Return Receipt Requested
No. 9589-0710-5270-1471-5522-31)

INDUSTRIAL CLERICAL RECRUITERS, INC.
15316 DOS PALMAS
VICTORVILLE, CA 92392
(via U.S. Certified Mail, Return Receipt Requested
No. 9589-0710-5270-1471-5522-48)

ROBERT A LOVINGOOD,
As Agent for Service of Process
C/O INDUSTRIAL CLERICAL RECRUITERS, INC.
15316 DOS PALMAS
VICTORVILLE, CA 92392
(via U.S. Certified Mail, Return Receipt Requested
No. 9589-0710-5270-1471-5522-55).

CALPORTLAND COMPANY
18400 FALCHION RD.
APPLE VALLEY, CA 92307

CALPORTLAND COMPANY
2025E. FINANCIAL WAY
GLEN DORA WAY, CA 91741

California Labor and Workforce Development Agency
August 4, 2025
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(via U.S. Certified Mail, Return Receipt Requested No. 9589-0710-5270-1471-5522-62) (via U.S. Certified Mail, Return Receipt Requested No. 9589-0710-5270-1471-5522-79)