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August 1, 2025

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

Atkins Sheep Ranch, Inc. C/O
McPharlin Sprinkles & Thomas
Jeanine D. DeBacker, Esq.
720 University Ave., Suite 250B
Los Gatos, California 95032

Re: Pursuant to California Labor Code § 2699.3(a)(1)(A)

To Atkins Sheep Ranch, Inc. and Representatives of the LWDA:

My office represents Mr. David Jaramillo (“Mr. Jaramillo”), a former, non-exempt employee of Atkins Sheep Ranch, Inc., (“Employer”), pursuant to California Labor Code § 2699.3.

My office is investigating a potential representative action on behalf of all current and former non-exempt employees of Employer (“Aggrieved Employees”) in the State of California regarding Employer’s unlawful policies and practices with respect to their employment, and more specifically, violations of California wage and hour laws, as described in detail below.

Please be advised that this letter constitutes written notice required by Labor Code §§ 2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, 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.

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This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the California 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.

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, this letter sets forth the specific provisions of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 8-2001 and any other applicable IWC Wage Order,¹ which Mr. Jaramillo alleges that Employer has violated, including the facts and theories to support the alleged violations.

This letter also serves as notice of Mr. Jaramillo’s demand for preservation and non-spoilation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Jaramillo’s employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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 the unlawful policies and practices of Employer. Among other things, Mr. Jaramillo and other aggrieved employees allege 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 pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code § 226.7 and Wage Order No. 8-2001, §§ 11(D) and 12(B); failure to pay non-exempt employees overtime wages, and failure to properly calculate overtime wages and minimum wages, in violation of Labor Code §§ 510, 1194, 1198, and Wage Order No. 8-2001, § 3; failure to timely pay aggrieved employees all wages due, in violation of California Labor Code § 204; failure to pay non-exempt employees the unpaid balance of the full amount of 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

¹ Hereinafter, when reference is made to Wage Order No. 8, it shall include reference to corresponding sections of IWC Wage Order No. 5 and any other wage orders that are or may be applicable.

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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; failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and Wage Order No. 8-2001, § 7; and failure to indemnify employees for uniforms, equipment, expenditures, and/or losses in violation of Labor Code §§ 2802.

FACTS AND THEORIES

Mr. Jaramillo was employed by Employer as a non-exempt master butcher employee at Employer's ranch located in Fremont, California. Mr. Jaramillo's duties included, but were not limited to, preparing and processing sheep meat for sale, and any other tasks dictated by Employer. Mr. Jaramillo was paid at the rate of \$30.75 per hour. Mr. Jaramillo was employed from approximately July 18, 2018 through August 13, 2024, until his employment ended.

Aggrieved employees other than Mr. Jaramillo include, but are not limited to, all non-exempt employees, who similarly experienced the wage and hour violations by Employer as provided herein in the State of California. Mr. Jaramillo 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, allege 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. Non-exempt employees are also entitled to two (2) meal periods of not less than thirty (30) minutes for a work period longer than ten (10) hours. In addition, if a non-exempt-employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have a written agreement agreeing to on duty meal periods. An employer in California is required to pay one (1) hour of compensation for each missed or non-compliant meal period to non-exempt employees.

Employer regularly did not allow non-exempt employees, including Mr. Jaramillo, to take a full thirty-minute meal period, 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 adequate policies or procedures to provide meal periods to its non-exempt employees. Employer also failed to maintain records of actual meal

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periods taken by Mr. Jaramillo and the other aggrieved employees.

In addition, Employer overworked aggrieved employees, set unrealistic goals which prevented Mr. Jaramillo from taking compliant meal periods. Mr. Jaramillo and other aggrieved employees were given so much work to complete during their shift that they felt pressured to skip meal periods, take short or late meal periods. Employer also 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. Jaramillo were left in the dark as to when or for how long they could take their meal periods. Moreover, when meal periods were taken, Mr. Jaramillo and the other aggrieved employees were not allowed to leave their worksite areas in order to take their meal periods as they had to remain at their work-site locations.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001 by willfully failing to compensate Mr. Jaramillo 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 has further violated California Labor Code § 226.7, 510, 1194, 1197, and IWC Wage Order No. 5-2001 by failing to compensate Mr. Jaramillo and other aggrieved employees for all hours worked during their meal periods.

II. Rest Period Violations

Employer failed to authorize, permit and/or compensate Mr. Jaramillo 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. Mr. Jaramillo and the other aggrieved employees routinely worked shifts of 3.5 hours, 6 hours, and/or 10 hours or more. In fact, Employer does not have a written rest period policy. As a result, Employer failed to provide for any off-duty, legally sufficient rest breaks. An employer in California is required to provide a ten (10) minute rest period for every four hours worked or major fraction thereof. Further, an employer is required to pay one (1) hour of compensation for each day in which a legally-compliant rest period is not provided.

Here, Employer failed to implement adequate policies or procedures to provide rest periods, and Mr. Jaramillo and other aggrieved employees did not take rest periods when they were entitled to because they had so much work to complete that they felt pressured to skip them. As with meal periods, Employer's policies and practices caused Mr. Jaramillo and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods

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simply could not be taken. This was the result of systematic understaffing and unrealistic project goals and deadlines.

Moreover, when rest periods were taken, Mr. Jaramillo and the other aggrieved employees were not allowed to leave their work areas to take their meal periods as they had to remain at their work-site locations.

Employer failed to authorize, permit and/or compensate Mr. Jaramillo 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 fraction thereof. Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 8-2001, § 12 by failing to pay Mr. Jaramillo 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 or recovery period was not provided or they were not paid as required for per diem aggrieved employees.

III. Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001, § 3, an Employer is required to compensate 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.

Aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001. Employer paid Mr. Jaramillo and the other aggrieved employees based upon their scheduled and failed to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, failing to properly calculate the regular overtime rate of pay; permitting or suffering the aggrieved employees to work off the clock; requiring, permitting or suffering 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; and the other aggrieved employees to earn less than the required overtime rate of pay and other methods to be discovered.

Here, Employer compensated Mr. Jaramillo other aggrieved employees based upon work schedules and not actual hours worked. Mr. Jaramillo and the other aggrieved employees worked overtime hours beyond their schedules and were not compensated accordingly. Employer has refused to perform its obligations to compensate Mr. Jaramillo and other aggrieved employees

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for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order No. 8-2001, § 3.

IV. 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 has failed to pay Mr. Jaramillo and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mr. Jaramillo and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Jaramillo 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. Jaramillo and other aggrieved employees worked; illegally compensating Mr. Jaramillo and the other aggrieved employees based upon work schedules and not hours worked; and other methods to be discovered.

V. Failure to Timely Pay All Wages Earned

Employer has violated California Labor Code §§200, 204 and 210. California Labor Code §200 provides an employer must compensate an employee for wages earned based upon the employee's labor. Further, 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. Next, California Labor Code §210 provides that an employer is liable for penalties in the amount of one hundred dollars (\$100) for each failure to pay each employee, and for each subsequent violations, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee in addition to twenty-five (25) percent of the amount unlawfully withheld. Employers 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.

Employers have failed to pay Mr. Jaramillo, 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. Jaramillo, and other aggrieved employees for work they performed off the clock; failing to pay them proper overtime and minimum wages; failure to pay premium payments for noncompliant meal periods and missed rest periods; illegally and inaccurately recording time

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worked by Mr. Jaramillo, and other aggrieved employees worked; requiring them to work through their meal and rest periods without proper compensation and/or remuneration; failing to reimburse them for employment-related expenses; and other methods to be discovered.

Employers knew they were required to pay Mr. Jaramillo, 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.

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

Pursuant to California Labor Code § 201, 202, and 203, employer in California 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.

Here, Employer intentionally failed to provide Mr. Jaramillo all of his final wages within 30 days of his termination. Further, because Employer, among other things, required Mr. Jaramillo and other aggrieved employees to work off the clock without compensation, illegally and inaccurately recorded time that Mr. Jaramillo and other aggrieved employees worked, failed to pay proper overtime wages as set forth above, and required them to work through their meal, rest and recovery periods without compensation, paid aggrieved employees based upon their schedules and not actual hours worked, and Employer has willfully failed and continue to fail to pay wages due to Mr. Jaramillo and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VII. Failure to Maintain Required Records

Employer failed to maintain records as required under California Labor Code §§ 226, 226.2, 1174, and IWC Wage Order No. 8-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods;

time records showing when each employee begins and ends each meal period; and maintain accurate itemized wage statements.

Employer was aware that it was not providing its non-exempt employees with proper meal and rest periods, but knowingly failed to include in their wage statements one (1) extra hour of compensation for each missed meal and rest period. Additionally, Employer required non-exempt employees to work off the clock and intentionally failed to compensate them for this time. Employer paid Mr. Jaramillo and the other aggrieved employees based upon their schedules, illegally and inaccurately recorded the time in which Mr. Jaramillo and the other aggrieved employees worked, and/or failed to maintain records of all hours worked by Mr. Jaramillo and other aggrieved employees. In other words, Employer failed to maintain records relating to hours worked and meal periods taken by Mr. Jaramillo and the other aggrieved employees and compensated Mr. Jaramillo and the other aggrieved employees based upon their work schedule and not the actual hours worked by Mr. Jaramillo and the other aggrieved employees. The time records reflect Employer's work schedules for Mr. Jaramillo and the other aggrieved employees and not the actual hours worked.

VIII. Failure to Furnish Accurate Itemized Wage Statements

Employer intentionally failed to provide Mr. Jaramillo 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, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, all in violation of California Labor Code § 226, 226.2 and IWC Wage Order No. 8-2001, § 7 and pay Mr. Jaramillo and other aggrieved employees reporting time pay pursuant to IWC Wage Order No. 8-2001, § 5.

Employer compensated Mr. Jaramillo and the other aggrieved employees based upon the work scheduled of Mr. Jaramillo and the other aggrieved employees but not hours worked. Employer's wage statements also violate California Labor Code § 226(a) by not providing Mr. Jaramillo and other aggrieved employees with proper meal and/or rest periods.

Employer also 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 periods to Mr. Jaramillo and the other aggrieved employees.

These unlawful practices have also resulted in inaccurate wage statements to the extent wage statements do not reflect the actual time worked by Mr. Jaramillo and the other aggrieved employees. Employer knowingly failed to include this time worked in its wage statements so as

to conceal its wage theft.

IX. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code § 2802(a) requires an employer in California 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 failed to indemnify Mr. Jaramillo and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties, including but not limited to, personal cellphone usage and uniform maintenance, in violation of Labor Code §§ 2802, 226, 300, and Wage Order No. 8-2001, § 9.

X. Failure to Implement Heat & Temperature Illness Prevention Laws

Employers failed to maintain adequate temperatures which created excessive heat or humidity exposing Mr. Jaramillo and the other aggrieved employees to temperature related hazards. Employers failed to maintain a comfortable working environment at Employer KD/One Socal's facilities in June of 2025 to the present.

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, "Heat Illness Prevention in Indoor Places of Employment". This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employers have failed to comply with the mandates of the new OSHA regulations and California law.

The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. In particular, IWC Wage Order 8-2001, Section 15 states the following:

15. Temperature

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60 (degrees), a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 60 degrees.

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(C) A temperature of not less than 68(degrees) shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

Pursuant to Section 15(b), Employers have an affirmative duty to prevent and reduce excessive heat or humidity created by the work environment, location, department or any other area of work that creates excessive heat and where employees are exposed to heat illness thereby requiring safety measures including, but not limited to, recovery periods. Employers, however, have no written policy regarding preventative measures as required by California law or as required by Labor Code § 226.7 and the recently enacted OSHA standards requiring employer to take affirmative measures to prevent heat illness for indoor employees pursuant to California Code of Regulations, Title 8, section 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317 and any other statutes conferring enforcement powers upon the Division.

Pursuant to California Labor Code §6721, Employers are mandated to implement an indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employers failed to implement Indoor Heat Prevention policies at Employers' facilities throughout the State of California. Section 3396 required Employers to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employers failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Mr. Jaramillo and the other aggrieved employees.

Employers' failure to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to \$25,000 for each serious violation. Employers operate without an injury prevention program can be assessed heightened penalties of up to \$124,709. See, California Labor Code §6429.

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DEMAND

This notice shall further represent Mr. Jaramillo's reasonable attempt to settle his dispute with Employer prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Employer of Mr. Jaramillo's aforementioned grievances and the proposed remedies as detailed below, while affording Employer a reasonable opportunity to meet Mr. Jaramillo's demands.

Demand is hereby made that Employer shall agree, in writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Mr. Jaramillo and all other aggrieved employees employed by Employer at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, demand is hereby made that Employer shall agree to comply with all California wage and hour laws as described herein.

Based upon the foregoing, the following demands are hereby made:

1. Employer shall agree to conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of meal and rest periods each employee missed during their work shifts, with the investigation to be completed within thirty (30) days.
2. Employer shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal or rest period, as required by California Labor Code § 226.7 and the applicable wage order.
3. Employer shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to California Labor Code §§ 510, 1194, 1198, and Wage Order No. 8-2001, § 3.
4. Employer shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein.
5. Employer shall conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from the amount of mileage each aggrieved employee is owed for each pay period during

their work shifts, with the investigation to be completed within thirty (30) days and pay the Aggrieved Employees for the unpaid mileage immediately thereafter.

6. Employer shall conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information regarding the expenses incurred by the aggrieved employees relating to cellular telephone usage and reimbursement for driving to assigned locations by Employer and not reimbursing aggrieved employees. Employer shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employer pursuant to California Labor Code § 2802, with the investigation to be completed within thirty (30) days and immediately thereafter pay the aggrieved employees for unreimbursed business expenses regarding the usage of personnel cellular telephones for business related purposes.
7. Employer shall provide copies of all documents used for obtaining and/or holding employment as requested by any aggrieved employee within thirty (30) days of this Notice;
8. Employer shall agree to pay accrued interest to all Aggrieved Employees at the rate of ten percent (10%) per annum for said unpaid wages.
9. Employers shall immediately implement an indoor/outdoor heat wellness and prevention policy, pursuant to 3396 of Title 8 of the California Code of Regulations.
10. Employer shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq.*, and provide proof of payment to Mr. Jaramillo and his counsel, the other Aggrieved Employees and the LWDA.

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), 204, 210, 218.5, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2802, 2699, Wage Order No. 8-2001, § 20, and all other applicable IWC Wage Orders. Employer shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein.

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

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Please do not hesitate to contact my firm with any questions.

Very Truly Yours,



SCOTT ERNEST WHEELER

SEW/yc