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February 2, 2026

For Online Filing:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Ronald Todd Easterly v. Hillenbrand Farmhaus Brewery, LLC.*

Dear Labor Commissioner,

As counsel for, and on behalf of, Ronald Todd Easterly (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendant(s)”) notice pursuant to California Labor Code section 2699.3:

Hillenbrand Farmhaus Brewery, LLC.
5100 Virginiatown Road
Newcastle, CA 95658

Patric Hillenbrand
5100 Virginiatown Rd
Newcastle, CA 95658

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all other aggrieved employees, current and formerly employed by Defendant, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Claimant was employed by Defendant as a non-exempt taproom manager and bar tender at their location in Newcastle, California location from approximately September 22, 2017 to October 5, 2025.

Claimant and other aggrieved employees worked for Defendant as non-exempt employees in California. Claimant experienced and is informed and believes other employees of Defendant also experienced the following, and on that basis they are aggrieved employees as discussed herein:

Defendants failed to provide adequate meal periods for Claimant and other aggrieved employees. Defendants only permitted short meals, typically less than 30 minutes, during scheduled shifts. The impermissibly short meal periods included shifts of more than 5 and 6 hours, and Defendants failed to also give adequate second meal periods for shifts of more than 10 and 12 hours. Defendants refused and failed, as willful and regular practice, to provide the opportunity for employees to take uninterrupted meal periods of at least 30 minutes. Defendants also failed to pay Claimant and other aggrieved employees any premium pay for each day Claimant and other aggrieved employees were not permitted an adequate meal period.

Defendants failed to provide adequate rest breaks to Claimant and other aggrieved employees. Defendants refused and failed, as willful and regular practice, to provide any rest breaks to Claimant and other aggrieved employees. Defendants usual practice and policy was to prohibit rest breaks of any kind for the Claimant and other aggrieved employees. As result, Claimant and other aggrieved employees were unable to take at least 10-minutes of uninterrupted, duty-free time for themselves for every 4-hours worked, or major fraction thereof. Defendants also failed to pay Claimant and other aggrieved employees any premium pay for each day Claimant and other aggrieved employees were not permitted a rest break that they were entitled.

Defendants failed to pay Claimant and other aggrieved employees for work performed outside of regular work hours. For example, Claimant was required to take home and wash bar towels after he clocked out and before he clocked in for his shifts, but Claimant was never paid for the time to transport, launder, and return the bar towels to Defendants' establishment. Work performed after clocking out and before clocking in was undocumented and unpaid.

Defendants' failed to keep accurate time for Claimant and other aggrieved employees. Defendants failure to account for time worked after employees clocked out and before they clocked means that the time records maintained by Defendants are inaccurate.

Defendants failed to furnish accurate wage statements with all the information required by law to Claimant and other aggrieved employees. Defendants willful and knowing failure to pay overtime, to pay premium wages for days without compliant meal-periods, to pay premium wages for days without compliant rest-breaks, and to pay for time worked outside of regular shifts meant that necessary information was omitted from the wage statements furnished to Claimant and other aggrieved employees, including the amount of overtime and break-premium, and regular wages owed.

Defendants have failed to pay to Claimant and other aggrieved employees all wages owed at or after the end of their employment when those wages are due. Wage that remain outstanding include those wages owed for overtime and meal and rest premium wages that were never paid.

Defendants' sick leave policy deterred and prevented Claimant and other aggrieved employees from using sick leave they were entitled to under the law by failing to notify employees of available paid sick leave. Defendant had a policy that applied to employees, including those who worked for the same employer for at least 30 days within a year in California and satisfied a 90-day employment period of indicating, employees had no hours of sick leave available to employees, regardless of how much they were entitled to under the law.

Defendants' fail to provide personnel and payroll records Claimant and other aggrieved employees. For instance, Claimant requested his personnel and payroll records on November 7, 2025. The request asked for Claimant's personnel file, including any documents related to his performance or to any grievance concerning Claimant, all documents bearing Claimant's signature, and all records as to sick leave accrued, all wage statements. As of the date of this letter, these records have still not been produced.

Patric Hillenbrand is a natural person who is an owner, director, officer, or managing agent of Hillenbrand Farmhaus Brewery, LLC who committed the violations or caused Hillenbrand Farmhaus Brewery, LLC to commit the violations identified herein.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND OTHER AGGRIEVED EMPLOYEES

Violation of Labor Code §§ 510, 1194; IWC Wage Order(s) (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 and relevant IWC Wage Order(s) require employers to pay employees overtime at 1.5 times of each employee's regular rate for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime at 1.5 times of each employee's regular rate for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double each employee's regular rate for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and other aggrieved employees were not paid overtime wages as legally required. Claimant and all other aggrieved employees are entitled to recover all unpaid overtime wages.

Violation of Labor Code §§ 226.7, 512 and IWC Wage Order(s) (Failure to Provide Meal Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled meal break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant meal periods pursuant to California law.

Violation of Labor Code § 226.7 and IWC Wage Order(s) (Failure to Provide Rest Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled rest break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant rest periods pursuant to California law in violation of the Labor Code.

Violation of Labor Code §§ 1194, 1197, 1197.1; IWC Wage Order(s) (Failure to Pay Minimum Wages)

California Labor Code sections 1194, 1197, 1197.1 and relevant IWC Wage Order(s) require employers to pay at least the applicable minimum wage for all time worked. During the period Claimant and other aggrieved employees were employed by Defendant, they were entitled to be paid at least the State's or other applicable minimum wage rate for all time that they worked. For the reasons stated above, Defendant did not pay Claimant and other aggrieved employees at least the applicable minimum wage for all hours worked. Thus, Claimant and other aggrieved employees were not paid at least the applicable state minimum wage for all hours worked in violation of the Labor Code.

Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)

Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Claimant and other aggrieved employees, largely by failing to accurately record all time worked on their time records. This was in violation of the Labor Code.

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states,

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

For the reasons stated above, Defendant failed to pay required reimbursements to Claimants and other aggrieved employees for required business expenses in violation of the Labor Code.

Violation of Labor Code § 226(f) (Failure to Provide Payroll Records Upon Request)

Labor Code section 226(f) provides that an employer is required to allow an employee to inspect or copy pay records within twenty-one (21) days of the request for such records. Here, for the reasons stated above, Claimant and similarly aggrieved employees did not receive all their pay records within 21 days of the request as required by Labor Code section 226(f). This is in violation of the Labor Code.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)

Labor Code sections 201–203 require that all wages, including minimum wages as well as meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and other aggrieved employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

Violation of Labor Code § 246 (Failure to Notify of Available Sick Leave)

Labor Code section 246 requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." As stated above, Defendant failed to notify Claimant and other aggrieved employees of the amount of sick leave available to them on their designated pay day. For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code §§ 245 et seq. (Healthy Workplaces, Healthy Families Act)

Labor Code section 246 requires that employees are provided a minimum amount of paid sick leave per year. The Code also provides that paid sick leave 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. For the reasons stated above, Defendants failed to provide Claimant and similarly situated aggrieved employees with paid sick leave as required by the Labor Code.

Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Labor Code Section 558.1 states,

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

As described above, Defendants violated Claimant's and other aggrieved employee's rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein.

Very truly yours,

Castle Law: California Employment Counsel, PC

By: 
Bryce Q. Fick

cc: Hillenbrand Farmhaus Brewery, LLC.
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Newcastle, CA 95658

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