STANSBURY BROWN
LAW PC

March 10, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Santiago Gonzalez Camarena v. Ray Moles Farms, Inc.; and Ray Moles, an individual

To Whom It May Concern:

Please be advised that this law firm represents Santiago Gonzalez Camarena ("Mr. Gonzalez") in claims for Labor Code violations arising from his employment with Ray Moles Farms, Inc. ("RMF"), Ray Moles, an individual ("Mr. Moles"), and DOES 1 through 100 (collectively "Employers"). Mr. Gonzalez is an "aggrieved employee" as defined by Labor Code Section 2698 et seq., due to Employers' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, the "aggrieved employees" whom Mr. Gonzalez seeks to represent are the other aggrieved employees of Employers who performed work for Employers in California at any time during the one year preceding the date of this letter through the present.

Mr. Gonzalez worked for Employers from approximately 2011 until approximately May 30, 2024, performing farm-related services as a non-exempt tractor driver covering many different fields owned and/or operated by Employers. Mr. Gonzalez returned to work for Employers in approximately May 2025 and was terminated on May 30, 2025. He was generally scheduled to work from 6:00 a.m. until 3:30 p.m., Monday through Friday, though he sometimes worked up to fourteen hours in a day.

Throughout his employment, Mr. Gonzalez and other non-exempt employees were not paid for all hours worked. Employers did not accurately track their actual hours worked. Mr. Gonzalez was required to transport his tools to and from the worksite before and after his scheduled shifts, constituting a minimum of five minutes of uncompensated off-the-clock work each way. In addition, during harvest season, Mr. Gonzalez was directed by

Employers to arrive early and warm up equipment before clocking in, resulting in an additional ten to fifteen minutes of off-the-clock work per day. These off-the-clock practices were uniform and systematic and affected Mr. Gonzalez and other non-exempt employees.

Mr. Gonzalez and other non-exempt employees worked overtime hours but did not receive proper overtime compensation. Employers failed to pay overtime at one and one-half times the regular rate of pay for all overtime hours worked. Employers also failed to pay all required daily and weekly overtime as required under Wage Order No. 14 for agricultural employers with twenty-six or more employees, which mandates overtime pay for all hours worked in excess of the applicable daily and weekly thresholds pursuant to the Labor Code. In addition, Employers systematically miscalculated Mr. Gonzalez's regular rate of pay by failing to incorporate all remuneration into the regular rate, including an non-discretionary bonuses, which were required to be included in the regular rate for purposes of computing overtime compensation pursuant to Labor Code and other applicable law.

Employers did not always provide Mr. Gonzalez and other non-exempt employees with legally compliant meal periods when they worked shifts in excess of five hours, or a second meal period when they worked shifts in excess of ten hours. Despite Employers' failure to provide all lawful meal periods, Employers did not pay Mr. Gonzalez and other non-exempt employees an additional hour of pay at their regular rate for each meal period violation as required by Labor Code section 226.7. Upon information and belief, during at least a portion of the relevant period, Employers maintained no payroll code or other mechanism for the payment of meal period premiums.

Mr. Gonzalez and other non-exempt employees were also not authorized to take all legally required paid rest periods. Despite Employers' failure to authorize and permit all lawful rest periods, Employers did not pay Mr. Gonzalez and other non-exempt employees an additional hour of pay at their regular rate for each rest period violation as required by Labor Code section 226.7. Upon information and belief, during at least a portion of the relevant period, Employers maintained no payroll code or other mechanism for the payment of rest period premiums.

Employers failed to reimburse Mr. Gonzalez and, upon information and belief, other non-exempt employees for necessary business expenditures incurred in the discharge of their duties, in violation of Labor Code section 2802. Specifically, Employers required Mr. Gonzalez to use his personal vehicle to travel between fields during the same workday without paying mileage or otherwise reimbursing him for this vehicle use. Employers also required Mr. Gonzalez to provide, at his own expense, tools and equipment necessary to perform his work, including pruning shears, buckets, pans, and gloves, which Employers neither furnished nor reimbursed. Further, Employers required Mr. Gonzalez to use his personal cell phone to receive work-related communications from his supervisor, but provided only approximately seventy-five dollars ($75) every three to four months, which did not constitute full reimbursement for the actual cost of business use of his personal device.

Employers maintained inaccurate payroll records and, in part due to the foregoing underpayments, failed to furnish Mr. Gonzalez and other non-exempt employees with accurate, itemized wage statements showing all required information, including accurate gross wages earned, total hours worked at each applicable rate, all applicable hourly rates in effect and the corresponding hours worked, and all deductions, in violation of Labor Code section 226. In addition, Employers made recurring deductions from wages described as “advances” in the amount of one hundred dollars ($100) per pay period, which further reduced net wages and may have caused additional minimum wage violations.

Employers failed to timely pay Mr. Gonzalez and other non-exempt employees all final wages due upon separation of employment, including all unpaid overtime, minimum wages, and meal and rest period premium wages, in violation of Labor Code sections 201 through 203. Upon information and belief, this failure was willful within the meaning of Labor Code section 203.

Employers also failed to permit and authorize Mr. Gonzalez and other aggrieved employees to use their accrued paid sick leave or to pay sick leave at the proper regular rate of pay, in violation of Labor Code sections 245.5, 246, and 248.5.

Finally, Employers failed to provide Mr. Gonzalez and other aggrieved employees with written notices, in the language normally used to communicate employment-related information to employees, containing the information required by Labor Code section 2810.5, including their rate(s) of pay and the basis thereof, the legal name, address, and telephone number of the employer, the regular payday designated by the employer, information regarding workers’ compensation insurance, and information regarding the right to accrue and use paid sick leave.

Ray Moles, the owner and Chief Executive Officer of Ray Moles Farms, Inc., is individually liable for the wage and hour violations described herein pursuant to Labor Code section 558.1. That statute provides that any owner, director, officer, or managing agent of an employer who “violates, or causes to be violated” provisions regulating minimum wages, hours, and days of work, or Labor Code sections 203, 226, 226.7, 1194, or 2802, may be held personally liable as the employer. Upon information and belief, Mr. Moles personally approved and implemented the wage and hour policies of Ray Moles Farms, Inc. that gave rise to the violations described herein, oversees the payroll department, approves what activities employees are compensated for and at what rate, and caused the violations of the Labor Code alleged herein within the meaning of Labor Code section 558.1.

As described above, Employers committed the following violations of the Labor Code and the Industrial Welfare Commission Wage Orders:

<u>Minimum Wage Violations</u>

Employers were required to pay Mr. Gonzalez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194, 1194.2, 1197; and the Industrial Welfare Commission Wage Orders. As alleged above, Employers maintained timekeeping policies and practices that regularly, systematically, and impermissibly underreported the hours worked by Mr. Gonzalez and other aggrieved employees, and further made recurring wage deductions that, in combination with other underpayments, may have resulted in payment below the minimum wage. As a result, Mr. Gonzalez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employers were required to pay Mr. Gonzalez and other aggrieved employees overtime wages for all overtime hours worked. See Labor Code §§ 510, 857-864, 1194(a), and 1198; and Wage Order No. 14. Employers failed to pay Mr. Gonzalez and other aggrieved employees overtime at the correct rate for all daily and weekly overtime hours worked, and further failed to correctly compute the regular rate of pay by omitting non-discretionary remuneration including the annual Christmas bonus and periodic cell phone stipend.

Meal Period Violations

As alleged above, Employers failed to provide Mr. Gonzalez and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; the Industrial Welfare Commission Wage Orders. As a result, Mr. Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation pursuant to Labor Code section 226.7.

Rest Period Violations

As alleged above, Employers failed to authorize and permit Mr. Gonzalez and other aggrieved employees to take all required paid rest periods. See Labor Code §§ 226.7 and 516; the Industrial Welfare Commission Wage Orders. As a result, Mr. Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all legally required paid rest periods were not authorized and permitted.

Failure to Reimburse Necessary Business Expenses

As alleged above, Employers failed to reimburse Mr. Gonzalez and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties, including personal vehicle mileage, required tools and equipment, and personal cell phone usage. See Labor Code § 2802. Mr. Gonzalez and other aggrieved employees are entitled to reimbursement for all such expenditures, plus interest from the date of each expenditure pursuant to Labor Code section 2802(b), and attorneys' fees and costs pursuant to Labor Code section 2802(c).

Wage Statement Violations

As described above, Employers were required to furnish Mr. Gonzalez and other aggrieved employees with complete and accurate, itemized wage statements showing, among other things, their rates of pay, the corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. See Labor Code §§ 226(a) and 1174(d); the Industrial Welfare Commission Wage Orders. As a result of Employers' failure to pay all overtime and minimum wages and all meal and rest period premium wages, and their failure to accurately account for all deductions, Employers issued inaccurate wage statements to Mr. Gonzalez and other aggrieved employees in violation of Labor Code section 226.

Waiting Time Penalties

Labor Code sections 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Employers failed to timely pay Mr. Gonzalez and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages and all meal and rest period premium wages. Pursuant to Labor Code section 203, Employers' failure to pay all final wages was willful and entitles Mr. Gonzalez and other aggrieved employees to waiting time penalties equal to one day of wages for each day Employers failed to pay final wages, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Gonzalez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on the investigation of Mr. Gonzalez and on information and belief, Employers committed and continue to commit the following Labor Code violations:

a. Employers violated Labor Code §§ 551–552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Gonzalez and other aggrieved employees the statutory minimum wage for all hours worked;
b. Employers violated Labor Code §§ 204, 510, 557–864, 1194, and 1198 by failing to pay Mr. Gonzalez and other aggrieved employees all overtime compensation earned, including daily and weekly overtime required under Wage Order No. 14 for agricultural employers, and by failing to properly calculate the regular rate of pay;
c. Employers violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Gonzalez and other aggrieved employees at their respective regular rates of compensation;

d. Employers violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Gonzalez and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums at their respective regular rates of compensation;
e. Employers violated Labor Code § 2802 by failing to reimburse Mr. Gonzalez and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties, including personal vehicle mileage, required tools and equipment, and personal cell phone usage;
f. Employers violated Labor Code § 226 by failing to furnish Mr. Gonzalez and other aggrieved employees with accurate and compliant itemized wage statements;
g. Employers violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due upon separation of employment to Mr. Gonzalez and other aggrieved employees;
h. Employers violated Labor Code § 204 by failing to pay Mr. Gonzalez and other aggrieved employees all wages earned at least twice during each calendar month;
i. Employers violated Labor Code §§ 245.5, 246, and 248.5 by failing to permit and authorize Mr. Gonzalez and other aggrieved employees to use accrued paid sick leave or to pay sick leave at the proper regular rate of pay;
j. Employers violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Gonzalez and other aggrieved employees; and
k. Employers violated Labor Code § 2810.5 by failing to provide legally mandated written notices regarding the terms of employment of Mr. Gonzalez and other aggrieved employees; and
l. Ray Moles, individually, violated Labor Code section 558.1 by, as the owner and Chief Executive Officer of Ray Moles Farms, Inc., personally approving and causing the wage and hour violations described herein, including violations of Labor Code sections 203, 226, 226.7, 1194, and 2802.

Pursuant to Labor Code Section 2699.3(a)(2)(A), please notify us and Employers if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,

STANSBURY BROWN LAW, PC

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Daniel J. Brown, Esq.

cc: Ray Moles Farms, Inc.; Ray Moles, individually