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Superior Court of California,
County of Monterey
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF MONTEREY

15 DANIEL CAMACHO, as an
16 aggrieved employee pursuant to the
17 Private Attorneys General Act
18 (“PAGA”), on behalf of the State of
19 California and other non-party
20 Aggrieved Employees,

21 Plaintiff,

22 vs.

23 AZCONA HARVESTING, LLC, a
24 California limited liability company;
25 AZCONA AG MANAGEMENT, a
26 California corporation; and SO MO
27 CO LABOR SUPPLY, a California
28 corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24CV000079

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Daniel Camacho, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on October 31, 2023, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional notions
22 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
23 action given that the State of California, as the real party in interest in this action, is not a
24 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726
25 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated
26 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
27 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties
28 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Daniel Camacho is a resident of Greenfield, in Monterey County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately October 2022 to March 2023. Plaintiff worked for Defendants as a Harvester, assigned to work on-site at cannabis harvesting company Vertis's facility in King City, California. During his employment, Plaintiff typically worked eight (8) or more hours per day and five (5) days per week. By the end of his employment, Plaintiff was compensated approximately \$17.00 per hour. His job duties included, without limitation, cleaning and sanitizing cannabis plant harvesting rooms, assembling harvesting apparatuses, de-leaving and maintaining cannabis plants, and harvesting cannabis product.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute an arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented employees with an "Arbitration Agreement" during the onboarding process, which had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including the Food Safety-Security Outline of Good Agricultural & Manufacturing Practices of Organic & Conventional Product, Outline for New Employees, and Hiring Checklist, among other documents. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to

1 sign on a take-it or leave-it basis, along with all of the other on-boarding documents. Further,
2 Defendants did not set forth in the agreement or otherwise provide employees with the rules
3 which will govern the arbitration, instead forcing employees to seek this information out on
4 their own (“The JAMS rules are available in English and Spanish at
5 <http://www.jamsadr.com/rules-employment-arbitration/> or on request form the Company.”).

6 8. AZCONA HARVESTING, LLC was and is, upon information and belief, a
7 California limited liability company, and at all times hereinafter mentioned, an employer whose
8 employees are engaged throughout this county and the State of California.

9 9. AZCONA AG MANAGEMENT was and is, upon information and belief, a
10 California corporation, and at all times hereinafter mentioned, an employer whose employees
11 are engaged throughout this county and the State of California.

12 10. SO MO CO LABOR SUPPLY was and is, upon information and belief, a
13 California corporation, and at all times hereinafter mentioned, an employer whose employees
14 are engaged throughout this county and the State of California.

15 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
16 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
17 complaint and serve such fictitiously named Defendants once their names and capacities
18 become known.

19 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
20 were the partners, agents, owners, or managers of AZCONA HARVESTING, LLC; AZCONA
21 AG MANAGEMENT; and SO MO CO LABOR SUPPLY, at all relevant times.

22 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
23 acts and omissions alleged herein was performed by, or is attributable to, AZCONA
24 HARVESTING, LLC; AZCONA AG MANAGEMENT; and SO MO CO LABOR SUPPLY
25 and/or DOES 1 through 10 (collectively, “Defendants” or “AZCONA”), each acting as the
26 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other
27 co-Defendants and was acting within the course and scope of such agency, employment, joint
28 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any

1 and all Defendants were in accordance with, and represent, the official policy of Defendants.

2 14. At all relevant times, Defendants, and each of them, ratified each and every act
3 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
4 and abetted the acts and omissions of each and all the other Defendants in proximately causing
5 the damages herein alleged.

6 15. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
8 omissions, occurrences, and transactions alleged herein.

9 16. Under California law, Defendants are jointly and severally liable as employers
10 for the violations alleged herein because they have each exercised sufficient control over the
11 wages, hours, working conditions, and employment status of Plaintiff and other non-party
12 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
13 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
14 of employment, determined their rate of pay, and maintained their employment records.
15 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
16 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-
17 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
18 Employees, Defendants are jointly and severally liable for the civil penalties available to
19 Plaintiff and other non-party Aggrieved Employees under the law.

20 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
21 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
22 non-party Aggrieved Employees because Defendants have:

- 23 (a) jointly exercised meaningful control over the work performed by Plaintiff
24 and other non-party Aggrieved Employees;
- 25 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
26 Aggrieved Employees’ wages, hours, and working conditions, including
27 the quantity, quality standards, speed, scheduling, and operative details
28 of the tasks performed by Plaintiff and other non-party Aggrieved

Employees;

- (c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who shared the power to set the wages of Plaintiff and other non-party Aggrieved Employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

19. AZCONA HARVESTING, LLC; AZCONA AG MANAGEMENT; SO MO CO LABOR SUPPLY; and/or DOES 1 through 10 are therefore alter egos of each other.

20. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name AZCONA.

21. Plaintiff further alleges, upon information and belief, that the Defendants AZCONA HARVESTING, LLC; AZCONA AG MANAGEMENT; and SO MO CO LABOR SUPPLY are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), AZCONA HARVESTING, LLC; AZCONA AG MANAGEMENT; and SO MO CO LABOR SUPPLY have the same principal address, "44 EL CAMINO REAL, SUITE A GREENFIELD, CA 93927";
- (b) On the California Secretary of State's website, AZCONA

1 HARVESTING, LLC and AZCONA AG MANAGEMENT have the
2 same mailing address, "P.O. BOX 3310 GREENFIELD, CA 93927";

3 (c) According to their most recent "Statement of Information" forms filed
4 with the California Secretary of State, AZCONA HARVESTING, LLC;
5 AZCONA AG MANAGEMENT; and SO MO CO LABOR SUPPLY
6 share the same managers, members, officers, and/or directors, including,
7 but not limited to:

8 i. Nicholas G Azcona, who serves as Chief Executive Officer for
9 AZCONA HARVESTING, LLC; AZCONA AG
10 MANAGEMENT; and SO MO CO LABOR SUPPLY;

11 ii. Elizabeth C Roth, who serves as Secretary for AZCONA AG
12 MANAGEMENT and SO MO CO LABOR SUPPLY; and

13 iii. Jon Pier Azcona, who serves as Chief Financial Officer for
14 AZCONA AG MANAGEMENT and SO MO CO LABOR
15 SUPPLY;

16 (d) According to the California Secretary of State's website, AZCONA
17 HARVESTING, LLC; AZCONA AG MANAGEMENT; and SO MO CO
18 LABOR SUPPLY share the same agent for service of process, Jon Pier
19 Azcona; and

20 (e) On information and belief, AZCONA HARVESTING, LLC; AZCONA
21 AG MANAGEMENT; and SO MO CO LABOR SUPPLY utilize the
22 same standardized employment forms and issue the same employment
23 policies.

24 **PAGA REPRESENTATIVE ALLEGATIONS**

25 22. Defendants provide labor and staffing solutions for the agricultural harvesting
26 industry. Upon information and belief, Defendants maintain a single, centralized Human
27 Resources (HR) department at their corporate headquarters in Greenfield, California, for all
28 non-exempt, hourly paid employees working for Defendants in California, which is responsible

1 for the recruiting and hiring of new employees, and communicating and implementing
2 Defendants' company-wide policies, including timekeeping policies and meal and rest period
3 policies, to employees throughout California.

4 23. In particular, Plaintiff and other non-party Aggrieved Employees, on information
5 and belief, received the same standardized documents and/or written policies. Upon
6 information and belief, the usage of standardized documents and/or written policies, including
7 new-hire documents, indicate that Defendants dictated policies at the corporate level and
8 implemented them company-wide, regardless of their employees' assigned locations or
9 positions. Upon information and belief, Defendants set forth uniform policies and procedures
10 in several documents provided at an employee's time of hire.

11 24. Upon information and belief, Defendants maintain a centralized Payroll
12 department at their corporate headquarters in Greenfield, California, which processes payroll
13 for all non-exempt, hourly paid employees working for Defendants at their various locations
14 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
15 upon information and belief, Defendants issue the same formatted wage statements to all non-
16 exempt, hourly paid employees in California, irrespective of their work locations. Upon
17 information and belief, Defendants process payroll for departing employees in the same manner
18 throughout the State of California, regardless of the manner in which each employee's
19 employment ends.

20 25. Defendants continue to employ non-exempt or hourly paid employees in
21 California.

22 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
24 advisors knowledgeable about California labor and wage law, employment and personnel
25 practices, and about the requirements of California law.

26 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
27 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
28 were not recorded.

1 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 receive certain wages for overtime compensation and that they were not receiving certain wages
4 for overtime compensation.

5 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 receive at least minimum wages for compensation and that they were not receiving at least
8 minimum wages for work that was required to be done off-the-clock. In violation of the
9 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
10 least minimum wages for work done off-the-clock.

11 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
14 payment of one (1) additional hour of pay at their regular rates of pay when they were not
15 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
16 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
17 additional hour of pay at their regular rates of pay when they did not receive a timely,
18 uninterrupted, thirty (30) minute meal period.

19 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
21 periods in accordance with the California Labor Code and applicable IWC Wage Order or
22 payment of one (1) additional hour of pay at their regular rates of pay when they were not
23 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
24 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
25 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
26 were not authorized and permitted to take a compliant rest period.

27 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive complete and accurate wage statements in accordance with California law. In violation
2 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
3 provided complete and accurate wage statements.

4 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that they had a duty to maintain accurate and complete payroll records in
6 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
7 and intentionally failed to do so.

8 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 timely payment of wages during their employment. In violation of the California Labor Code,
11 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
12 including, but not limited to, overtime wages, minimum wages meal and rest period premiums,
13 and/or reporting time pay, within permissible time periods.

14 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 timely payment of all wages earned upon termination of employment. In violation of the
17 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
18 payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal
19 and rest period premiums, and/or reporting time pay, within permissible time periods.

20 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to be
22 paid reporting time pay when they reported to work for their usual or scheduled shift but were
23 put to work for less than half of the usual or scheduled shift. In violation of the California Labor
24 Code, Defendants did not pay Plaintiff and other non-party Aggrieved Employees all reporting
25 time pay due.

26 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the

1 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
2 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
3 were properly denied wages, all in order to increase Defendants' profits.

4 38. At all times herein set forth, PAGA provides that any provision of law under the
5 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
6 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
7 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
8 behalf of themselves and other current or former employees pursuant to procedures outlined in
9 California Labor Code section 2699.3.

10 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
11 person who was employed by the alleged violator and against whom one or more of the alleged
12 violations was committed."

13 40. Plaintiff and other current and former employees of Defendants are "aggrieved
14 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
15 or former employees and one or more of the alleged violations were committed against them.

16 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
17 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
18 requirements have been met:

19 (a) The aggrieved employee shall give written notice by online filing
20 (hereinafter "Employee's Notice") to the LWDA and by certified mail to
21 the employer of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support
23 the alleged violations.

24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be accompanied
26 by a filing fee of seventy-five dollars (\$75).

27 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
28 employer and the aggrieved employee by certified mail that it does not

1 intend to investigate the alleged violation within sixty (60) calendar days
2 of the postmark date of the Employee's Notice. Upon receipt of the
3 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
4 (65) calendar days of the postmark date of the Employee's Notice, the
5 aggrieved employee may commence a civil action pursuant to California
6 Labor Code section 2699 to recover civil penalties in addition to any other
7 penalties to which the employee may be entitled.

8 42. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
9 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
10 other than those listed in Section 2699.5 after the following requirements have been met:

- 11 (a) The aggrieved employee or representative shall give written notice by
12 online filing to the LWDA and by certified mail to the employer of the
13 specific provisions of the California Labor Code alleged to have been
14 violated (other than those listed in Section 2699.5), including the facts
15 and theories to support the alleged violation.
- 16 (b) An aggrieved employee's notice filed with the LWDA pursuant to
17 2699.3(c) and any employer response to that notice shall be accompanied
18 by a filing fee of seventy-five dollars (\$75).
- 19 (c) The employer may cure the alleged violation within thirty-three (33)
20 calendar days of the postmark date of the notice. The employer shall give
21 written notice by certified mail within that period of time to the aggrieved
22 employee or representative and the agency if the alleged violation is
23 cured, including a description of actions taken, and no civil action
24 pursuant to Section 2699 may commence. If the alleged violation is not
25 cured within the 33-day period, the employee may commence a civil
26 action pursuant to Section 2699.

27 43. On October 31, 2023, Plaintiff provided written notice by online filing to the
28 LWDA and by certified mail to Defendants of the specific provisions of the California Labor

Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-990966-23. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated October 31, 2023, is attached hereto as "Exhibit 1."

44. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the written notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

45. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 205, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

46. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

47. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth above.

48. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 205, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

51. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 205, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

52. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set

1 forth below;

2 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to compensate
4 Plaintiff and other non-party Aggrieved Employees with at least
5 minimum wages for all hours worked, as set forth below;

6 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
7 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
8 and other non-party Aggrieved Employees with meal periods, as set forth
9 below;

10 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
11 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
12 and other non-party Aggrieved Employees to take rest periods, as set forth
13 below;

14 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
15 IWC Wage Order for failure to provide accurate and complete wage
16 statements to Plaintiff and other non-party Aggrieved Employees, as set
17 forth below;

18 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
19 IWC Wage Order for failure to maintain payroll records, as set forth
20 below;

21 (g) Violation of Labor Code sections 204 and 205 for failure to pay all earned
22 wages during employment, as set forth below;

23 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
24 wages upon termination, as set forth below; and

25 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
26 Order for failure to pay reporting time pay when Plaintiff and other non-
27 party Aggrieved Employees were put to work for less than half of their
28 regular scheduled shifts, as set forth below.

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 53. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 54. California Labor Code section 1198 and the applicable IWC Wage Order provide
9 that it is unlawful to employ persons without compensating them at a rate of pay either time-
10 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
11 worked by the person on a daily or weekly basis.

12 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
16 hours in a workweek.

17 56. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 57. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
25 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
26 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
27 the seventh (7th) day of work.

28 58. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 59. First, during the relevant period, Defendants had, and continue to have, a
7 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
8 party Aggrieved Employees from recording hours worked that were outside of their scheduled
9 shifts in order to limit the amount of overtime employees could accrue. Specifically, Defendants
10 failed to implement a timekeeping system at their jobsites and did not provide employees with
11 any mechanism, such as a time clock or electronic timekeeping system, to accurately track and
12 record their hours worked. Instead, Defendants' company-wide policy and/or practice is to
13 require employees to fill out handwritten timesheets each day and to submit them to
14 management at the end of each pay period for review and approval. When completing these
15 handwritten timesheets, Defendants' management would pressure Plaintiff and other non-party
16 Aggrieved Employees to record only their scheduled shift start and end-times, instead of their
17 actual hours worked.

18 60. Alternatively, Defendants had, and continue to have, a company-wide policy
19 and/or practice of failing to record hours worked by their employees. Instead, on information
20 and belief, Defendants' policy and/or practice is to simply pay employees, including Plaintiff
21 and other non-party Aggrieved Employees, for the hours they are scheduled to work. Because
22 Defendants failed to accurately record their actual hours worked, Plaintiff and other non-party
23 Aggrieved Employees were not paid for all hours worked before or after their scheduled shifts.

24 61. Because Defendants discouraged overtime accrual, Plaintiff and other non-party
25 Aggrieved Employees were required to complete assigned tasks before and after their scheduled
26 shifts and/or during meal periods, without being compensated for the time they worked. For
27 example, Plaintiff and other non-party Aggrieved Employees were required to change into their
28 uniforms and/or don and doff personal protective equipment ("PPE"), such as hazmat suits, on

1 the work premises. However, Defendants did not allow Plaintiff and other non-party Aggrieved
2 Employees to report the time they spent donning and doffing their uniforms and/or PPE at the
3 beginning and end of their shifts or during their meal periods, despite being on the work
4 premises and under Defendants' control. As a result, Plaintiff and other non-party Aggrieved
5 Employees were required to spend time donning and doffing their uniforms and/or PPE off-the-
6 clock.

7 62. Second, Plaintiff and other non-party Aggrieved Employees were required to
8 undergo mandatory security screenings when entering the Defendants' clients' premises before
9 clocking in for a shift, when returning from a meal period, and when exiting the premises after
10 clocking out at the end of a shift or for a meal period. For example, Plaintiff was required to
11 wait several minutes off-the-clock for a security guard to perform a security check, which
12 included walking through a metal detector and having his personal belongings searched, before
13 he was permitted to clock in at the beginning of his shift. Similarly, before Plaintiff was
14 permitted to leave the premises at the end of his shift, Plaintiff was required to wait several
15 minutes off-the-clock for a security guard to perform another security check. Although Plaintiff
16 and other non-party Aggrieved Employees were required to undergo mandatory security checks,
17 Defendants did not compensate them for the time they spent off-the-clock undergoing these
18 checks while under Defendants' control.

19 63. Third, during the relevant time period, Defendants had, and continue to have, a
20 company-wide policy and/or practice of understaffing their jobsites while assigning heavy
21 workloads. In particular, Defendants pressured employees to keep up with strict, time-sensitive
22 harvesting schedules, which resulted in a failure to provide Plaintiff and other non-party
23 Aggrieved Employees with adequate meal period coverage. Defendants also had a practice of
24 failing to adhere to a schedule for meal periods which, in conjunction with the assignment of
25 heavy workloads and strict harvesting schedules, further caused Plaintiff and other non-party
26 Aggrieved Employees to not be relieved of their duties for compliant meal periods. As a result
27 of this lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were
28 not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled

1 to receive a meal period.

2 64. For example, during his employment, Plaintiff was required to keep up with a
3 strict, time-sensitive harvesting schedule. Plaintiff and other non-party Aggrieved Employees
4 would be given a schedule each workday, which set forth designated tasks that Defendants'
5 clients expected to be accomplished within their scheduled shifts. For instance, on deep-
6 cleaning days, Plaintiff was required to sanitize over 30, six-foot tall carts and several
7 agricultural tools, collect and dispose approximately 80 boxes of post-harvest garbage, and
8 vacuum and power-wash the entire harvesting floor. As a result, Plaintiff was forced to take
9 shortened meal periods to accomplish the assigned harvesting schedules. Plaintiff and other
10 non-party Aggrieved Employees also had their meal periods cut short by Defendants'
11 aforementioned policies requiring them to don and doff their uniforms and/or PPE and undergo
12 mandatory security screenings when entering Defendants' client's premises before clocking in,
13 when returning from a meal period, and when exiting the premises after clocking out for a shift
14 and when leaving for a meal period. Thus, Plaintiff and other non-party Aggrieved Employees
15 worked through meal periods and/or had them interrupted to handle their assigned workloads
16 and responsibilities, and Defendants did not pay Plaintiff and other non-party Aggrieved
17 Employees for the time they continued to perform tasks during meal periods.

18 65. Fourth, on information and belief, because Defendants frowned upon employees
19 accruing meal period penalties, Defendants' management pressured Plaintiff and other non-
20 party Aggrieved Employees to record compliant meal periods on their timesheets, even when
21 they did not receive compliant meal periods. As a result, Plaintiff and other non-party
22 Aggrieved Employees were required to perform their assigned tasks off-the-clock during meal
23 periods because Defendants wanted to avoid paying penalties for missed, interrupted, or
24 shortened meal periods. Thus, Defendants did not record all hours worked during meal periods
25 and Plaintiff and other non-party Aggrieved Employees performed work during meal periods
26 for which they were not paid.

27 66. Defendants knew or should have known that as a result of these company-wide
28 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing

1 their assigned duties off-the-clock before and after their shifts and during meal periods, and
2 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
3 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or
4 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
5 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
6 wages for all of the overtime hours they actually worked.

7 67. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
8 the balance of overtime compensation as required by California law, violates the provisions of
9 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
10 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
11 and/or 2699(a), (f), and (g).

12 **FAILURE TO PAY MINIMUM WAGES**

13 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

14 68. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
15 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
16 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
17 IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control
18 of an employer, and includes all the time the employee is suffered or permitted to work, whether
19 or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

20 69. As stated, during the relevant time period, Defendants failed to provide Plaintiff
21 and other non-party Aggrieved Employees with an appropriate timekeeping mechanism, such
22 as a timeclock or electronic timekeeping system, to accurately track and record their hours
23 worked. Instead, Defendants maintained a company-wide policy and/or practice of limiting
24 overtime accrual and pressuring employees to record only their scheduled hours instead of hours
25 actually worked, thereby shorting Plaintiff and other non-party Aggrieved Employees for work
26 performed outside their scheduled shifts. Alternatively, Defendants had a company-wide policy
27 and/or practice of only paying Plaintiff and other non-party Aggrieved Employees for their
28 scheduled shifts, rather than their actual hours worked, because Defendants failed to track hours

1 worked outside of their scheduled shifts.

2 70. As also stated, because Defendants discouraged overtime accrual, Plaintiff and
3 other non-party Aggrieved Employees were required to complete assigned tasks before and after
4 their scheduled shifts and/or during meal periods, including, but not limited to, time spent
5 donning and doffing their uniforms and/or PPE and undergoing mandatory security screenings,
6 without being compensated for the time they worked.

7 71. Further, due to Defendants' policies and/or practices of understaffing their
8 jobsites while assigning heavy workloads, including pressuring employees to keep up with
9 strict, time-sensitive harvesting schedules, and failing to adhere to a schedule for meal periods,
10 Plaintiff and other non-party Aggrieved Employees were prevented from taking all
11 uninterrupted meal periods to which they were entitled and were required to work off-the-clock
12 during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of
13 all duties during unpaid meal periods. As also set forth above, Plaintiff and other non-party
14 Aggrieved Employees worked off-the-clock during meal periods donning and doffing their
15 uniforms and/or PPE and undergoing mandatory security screenings when entering Defendants'
16 client's premises before clocking in, when returning from a meal period, and when exiting the
17 premises after clocking out for a shift and when leaving for a meal period.

18 72. Moreover, as stated, upon information and belief, Defendants' management
19 pressured employees to record on their handwritten timesheets that they took meal periods
20 regardless of whether they had received compliant meal periods or not, in order to strictly limit
21 penalties that would need to be paid by Defendants. Thus, Defendants systematically have
22 failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
23 unpaid meal periods because these hours were not correctly recorded.

24 73. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
25 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
26 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
27 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
28 1197, and 1198.

74. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

75. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

76. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

77. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

78. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

79. During the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules,

1 which has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
2 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
3 entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing to
4 adhere to a schedule for meal periods, which further caused Plaintiff and other non-party
5 Aggrieved Employees to not be relieved of their duties for compliant meal periods. As also
6 stated, Plaintiff and other non-party Aggrieved Employees had their meal periods cut short
7 because they were required to don and doff their uniforms and/or PPE and undergo mandatory
8 security screenings when entering the work premises to return from a meal period and/or when
9 exiting the premises to leave for a meal period.

10 80. Defendants' practices and policies prevented Plaintiff and other non-party
11 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
12 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
13 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
14 time before taking meal periods. For example, Plaintiff would sometimes cut his meal periods
15 short by 5-10 minutes in order to timely clock back in and return to work, because he was required
16 to spend time donning his uniform and/or PPE and undergo mandatory security screenings.

17 81. Further, as set forth above, on information and belief, because Defendants
18 frowned upon employees accruing meal period penalties, Defendants' management pressured
19 Plaintiff and other non-party Aggrieved Employees to record that they took meal periods on
20 their timesheets regardless of whether they had received a compliant meal period or not, in order
21 to strictly limit meal penalties that would need to be paid by Defendants.

22 82. Moreover, Defendants did not provide other non-party Aggrieved Employees
23 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one
24 day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers
25 on days that they were entitled to meal periods and were not relieved of all duties.

26 83. At all times herein mentioned, Defendants knew or should have known that, as a
27 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
28 being relieved of all duties and required to perform some of their assigned duties during meal

1 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
2 and other non-party Aggrieved Employees meal period premiums when meal periods were late,
3 interrupted, shortened, or missed.

4 84. Moreover, Defendants engaged in a company-wide practice and/or policy of not
5 paying all meal period premiums owed when compliant meal periods are not provided. Because
6 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
7 received premium pay for all missed, late, and interrupted meal periods.

8 85. Defendants' conduct violates the applicable IWC Wage Order, and California
9 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
10 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
11 and/or 2699(a), (f), and (g).

12 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

13 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

14 86. At all relevant times herein set forth, the applicable IWC Wage Order and
15 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
16 non-party Aggrieved Employees' employment by Defendants.

17 87. At all relevant times, the applicable IWC Wage Order provides that "[e]very
18 employer shall authorize and permit all employees to take rest periods, which insofar as
19 practicable shall be in the middle of each work period" and that the "rest period time shall be
20 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
21 hours or major fraction thereof" unless the total daily work time is less than three and one-half
22 (3 ½) hours.

23 88. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any rest period mandated by an applicable
25 order of the California IWC. To comply with its obligation to authorize and permit rest periods
26 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
27 must "relinquish any control over how employees spend their break time, and relieve their
28 employees of all duties—including the obligation that an employee remain on call. A rest

1 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
2 257, 273 (2016).

3 89. Pursuant to the applicable IWC Wage Order and California Labor Code section
4 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
5 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
6 required rest period was not authorized and permitted.

7 90. During the relevant time period, Defendants regularly failed to authorize and
8 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
9 per each four (4) hour period worked or major fraction thereof. As with meal periods,
10 Defendants’ company-wide practices, including understaffing and assigning heavy workloads,
11 including pressuring employees to keep up with strict, time-sensitive harvesting schedules,
12 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duties
13 to take rest periods. Additionally, Defendants failed to adhere to a schedule for rest periods,
14 which, coupled with Defendants’ failure to provide adequate rest period coverage, further led
15 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
16 take rest periods.

17 91. Furthermore, upon information and belief, Defendants maintained a company-
18 wide on-premises rest period policy, which effectively required that Plaintiff and other non-
19 party Aggrieved Employees remain on the work premises during their rest periods. Because
20 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
21 during rest periods, they were denied the ability to use their rest periods freely for their own
22 purposes, such as running personal errands. Thus, Defendants effectively maintained control
23 over Plaintiff and other non-party Aggrieved Employees during rest periods.

24 92. As a result of Defendants’ practices and policies, Plaintiff and other non-party
25 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
26 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
27 entitled. For example, Plaintiff had to forego nearly all of his rest periods because of the lack
28 of rest period coverage and Defendants’ failure to adhere to a schedule for rest periods for

employees. When Plaintiff was able to take rest periods, they would often be cut short so he could timely return to work.

93. Defendants have also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize and permit all compliant rest periods and failed to pay the full rest period premiums due.

94. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS

VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

95. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

96. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

97. Because Defendants did not record the time Plaintiff and other non-party

1 Aggrieved Employees spent working off-the-clock and deducted time from their records for
2 meal periods that were interrupted and/or missed (and therefore time for which they should have
3 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
4 Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
5 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the
6 total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in
7 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during
8 the pay period and the corresponding accurate number of hours worked at each hourly rate, in
9 violation of section 226(a)(9).

10 98. The wage statement deficiencies also include, among other things, failing to list
11 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
12 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
13 which aggrieved employees were paid; failing to list the name of the employee and only the last
14 four digits of his or her social security number or an employee identification number other than
15 a social security number; failing to list the name and address of the legal entity that is the
16 employer; and/or failing to state all hours worked as a result of not recording or stating hours
17 worked off-the-clock.

18 99. California Labor Code section 1174(d) provides that “[e]very person employing
19 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
20 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
23 applicable piece rate paid to, employees employed at the respective plants or
24 establishments” Labor Code section 1174.5 provides that employers are subject to a \$500
25 civil penalty if they fail to maintain accurate and complete records as required by section
26 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
27 willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved
28 Employees showing the daily hours they worked and the wages paid thereto as a result of failing

1 to record the off-the-clock hours that they worked.

2 100. California Labor Code section 1198 provides that the maximum hours of work
3 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
4 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
5 of any employees for longer hours than those fixed by the order or under conditions of labor
6 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
7 are required to keep accurate time records showing when the employee begins and ends each
8 work period and meal period. During the relevant time period, Defendants engaged in company-
9 wide practices and/or policies of failing to record actual hours worked (including falsifying time
10 records by recording that compliant meal periods were taken regardless if or when meal periods
11 were actually taken), and thereby failed, on a company-wide basis, to keep accurate records of
12 work period and meal period start and end times for Plaintiff and other non-party Aggrieved
13 Employees, in violation of section 1198. Furthermore, in light of Defendants’ failure to provide
14 other non-party Aggrieved Employees with second 30-minute meal periods to which they were
15 entitled, Defendants kept no records of meal start and end times for second meal periods.

16 101. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
17 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
18 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

19 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

20 **VIOLATION OF LABOR CODE SECTIONS 204 AND 205**

21 102. At all relevant times herein set forth, California Labor Code section 204 requires
22 that all wages earned by any person in any employment between the 1st and the 15th days,
23 inclusive, of any calendar month, other than those wages due upon termination of an employee,
24 are due and payable between the 16th and the 26th day of the month during which the labor was
25 performed. Labor Code section 204 further provides that all wages earned by any person in any
26 employment between the 16th and the last day, inclusive, of any calendar month, other than
27 those wages due upon termination of an employee, are due and payable between the 1st and the
28 10th day of the following month.

103. At all relevant times herein, California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

104. At all relevant times herein, all relevant times herein, California Labor Code section 205 provides that wages of workers employed by a farm labor contractor shall be paid on payroll periods at least once every week on a business day designated in advance by the farm labor contractor. Payment on such payday shall include all wages earned up to and including the fourth day before such payday.

105. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due to them within any time period specified by California Labor Code sections 204 and/or 205 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay.

106. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

107. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

21. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth

1 above, including but not limited to, overtime wages, minimum wages, meal and rest period
2 premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72)
3 hours of their leaving Defendants' employ.

4 108. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
5 who are no longer employed by Defendants their wages earned and unpaid at the time of
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
7 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
8 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
9 (g).

10 **FAILURE TO PAY REPORTING TIME PAY**

11 **VIOLATION OF LABOR CODE SECTION 1198**

12 109. California Labor Code section 1198 makes it illegal to employ an employee
13 under conditions of labor that are prohibited by the applicable IWC Wage Order. California
14 Labor Code section 1198 requires that "... the standard conditions of labor fixed by the
15 commission shall be the ... standard conditions of labor for employees. The employment of
16 any employee ... under conditions of labor prohibited by the order is unlawful."

17 110. California Code of Regulations, Title 8, section 11040(5)(A) provides that
18 "[e]ach workday an employee is required to report for work and does report, but is not put to
19 work or is furnished less than half said employee's usual or scheduled day's work, the employee
20 shall be paid for half the usual or scheduled day's work, but in no event for less than two (2)
21 hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be
22 less than the minimum wage." The "primary purpose of the reporting time regulation" is "to
23 guarantee at least partial compensation for employees who report to work expecting to work a
24 specified number of hours, and who are deprived of that amount because of inadequate
25 scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal.
26 App. 4th 556 (2012).

27 111. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because

Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

112. On information and belief, Defendants had a company-wide practice of sending Plaintiff and other non-party Aggrieved Employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff and other non-party Aggrieved Employees for half of their usual or scheduled shift. For example, during his employment, when scheduled to work an eight (8) hour shift, Defendants' managers sent Plaintiff home before he had an opportunity to work at least half of his scheduled shift. On information and belief, when this occurred, Plaintiff was only paid for the time he had worked. Although Plaintiff and other non-party Aggrieved Employees would report to work based on the schedule that Defendants provided to them, Defendants would send them home before they had worked at least half of their scheduled shifts without paying them reporting time pay.

113. Accordingly, Plaintiff and other non-party Aggrieved Employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A). Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the

1 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
2 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
3 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
4 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
5 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
6 statements and maintain accurate payroll records); 204 and 205 (by failing to timely pay all
7 earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
8 termination); and 1198 and the applicable IWC Wage Order (by failing to provide reporting
9 time pay);

10 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
11 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
12 204, 205, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198;

13 4. For attorneys' fees and costs pursuant to California Labor Code section
14 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
15 Labor Code sections 201, 202, 204, 205, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
16 1194, 1197, and 1198;

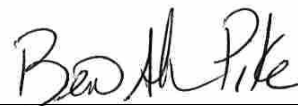
17 5. For pre-judgment and post-judgment interest as provided by law; and

18 6. For such other and further relief as the Court may deem equitable and
19 appropriate.
20

21 Dated: January 5, 2024

Respectfully submitted,

Capstone Law APC

23
24 By: 

25 Bevin Allen Pike
26 Daniel S. Jonathan
27 Trisha K. Monesi

Attorneys for Plaintiff Daniel Camacho
28

EXHIBIT “1”



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October 31, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Daniel Camacho v. Azcona Harvesting, LLC, et al.*

Dear PAGA Administrator:

This office represents Daniel Camacho in connection with his claims under the California Labor Code. Mr. Camacho was an employee of AZCONA HARVESTING, LLC; AZCONA AG MANAGEMENT; and/or SO MO CO LABOR SUPPLY. For the purpose of this letter, Mr. Camacho collectively refers to these entities as "AZCONA."

The employers may be contacted directly at the addresses below:

AZCONA HARVESTING, LLC
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

AZCONA AG MANAGEMENT
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

SO MO CO LABOR SUPPLY
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

Mr. Camacho intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Camacho seeks relief on behalf of himself, the State of California, and other persons who are or were employed by AZCONA as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

AZCONA employed Mr. Camacho as an hourly paid, non-exempt employee from approximately October 2022 to March 2023. Mr. Camacho worked for AZCONA as a Harvester, assigned to work on-site at cannabis harvesting company Vertis's facility in King City, California. During his employment, Mr. Camacho typically worked eight (8) or more hours per day and five (5) days per week. By the end of his employment, Mr. Camacho was compensated approximately \$17.00 per

hour. His job duties included, without limitation, cleaning and sanitizing cannabis plant harvesting rooms, assembling harvesting apparatuses, de-leaving and maintaining cannabis plants, and harvesting cannabis product.

AZCONA committed one or more of the following Labor Code violations against Mr. Camacho, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

AZCONA’s Company-Wide and Uniform Payroll and HR Practices

AZCONA HARVESTING, LLC is a California limited liability company. AZCONA AG MANAGEMENT and SO MO CO LABOR SUPPLY are California corporations. Together, they provide labor and staffing solutions for the agricultural harvesting industry. Upon information and belief, AZCONA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Greenfield, California, for all non-exempt, hourly paid employees working for AZCONA in California, including Mr. Camacho and other aggrieved employees. At all relevant times, AZCONA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Camacho and other aggrieved employees, regardless of their location or position.

Upon information and belief, AZCONA maintains a centralized Payroll department at its corporate headquarters in Greenfield, California, which processes payroll for all non-exempt, hourly paid employees working for AZCONA in California, including Mr. Camacho and other aggrieved employees. Further, AZCONA issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Camacho and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, AZCONA utilized the same methods and formulas when calculating wages due to Mr. Camacho and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Camacho’s experience and counsel’s review of those records currently available relating to Mr. Camacho’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Camacho reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

AZCONA willfully failed to pay all overtime wages owed to Mr. Camacho and other aggrieved employees. During the relevant time period, Mr. Camacho and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, AZCONA had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Camacho and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, AZCONA failed to implement a timekeeping system at its jobsites and did not provide employees with any mechanism, such as a time clock or electronic timekeeping system, to accurately track and record their hours worked. Instead, AZCONA's company-wide policy and/or practice is to require employees to fill out handwritten timesheets each day and to submit them to management at the end of each pay period for review and approval. When completing these handwritten timesheets, AZCONA's management would pressure Mr. Camacho and other aggrieved employees to record only their scheduled shift start and end-times, instead of their actual hours worked.

Alternatively, AZCONA had, and continues to have, a company-wide policy and/or practice of failing to record hours worked by its employees and simply paying employees, including Mr. Camacho and other aggrieved employees, for the hours they are scheduled to work. Because AZCONA failed to accurately record their actual hours worked, Mr. Camacho and other aggrieved employees were not paid for all hours worked before or after their scheduled shifts.

Because AZCONA discouraged overtime accrual, Mr. Camacho and other aggrieved employees were required to complete assigned tasks before and after their scheduled shifts and/or during meal periods, without being compensated for the time they worked. For example, Mr. Camacho and other aggrieved employees were required to change into their uniforms and/or don and doff personal protective equipment ("PPE"), such as hazmat suits, on the work premises. However, AZCONA did not allow Mr. Camacho and other aggrieved employees to report the time they spent donning and doffing their uniforms and/or PPE at the beginning and end of their shifts or during their meal periods, despite being on work premises and under AZCONA's control. As a result, Mr. Camacho and other aggrieved employees were required to spend time donning and doffing their uniforms and/or PPE off-the-clock.

Second, Mr. Camacho and other aggrieved employees were required to undergo mandatory security screenings when entering the AZCONA's clients' premises before clocking in for a shift, when returning from a meal period, and when exiting the premises after clocking out at the end of a shift or for a meal period. For example, Mr. Camacho was required to wait several minutes off-the-clock for a security guard to perform a security check, which included walking through a metal detector and having his personal belongings searched, before he was permitted to clock in at the beginning of his shift. Similarly, before Mr. Camacho was permitted to leave the premises at the end of his shift, Mr. Camacho was required to wait several minutes off-the-clock for a security guard to perform another security check. Although Mr. Camacho and other aggrieved employees were required to undergo mandatory security checks, AZCONA did not compensate them for the time they spent off-the-clock undergoing these checks while under AZCONA's control.

Third, during the relevant time period, AZCONA had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning heavy workloads. In particular,

AZCONA pressured employees to keep up with strict, time-sensitive harvesting schedules, which resulted in a failure to provide Mr. Camacho and other aggrieved employees with adequate meal period coverage. AZCONA also had a practice of failing to adhere to a schedule for meal periods which, in conjunction with the assignment of heavy workloads and strict harvest schedules, further caused Mr. Camacho and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Camacho and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

For example, during his employment, Mr. Camacho was required to keep up with a strict, time-sensitive harvesting schedule. Mr. Camacho and other aggrieved employees would be given a schedule each workday, which set forth designated tasks that AZCONA's clients expected to be accomplished within their scheduled shifts. For instance, on deep-cleaning days, Mr. Camacho was required to sanitize over 30, six-foot tall carts and several agricultural tools, collect and dispose approximately 80 boxes of post-harvest garbage, and vacuum and power-wash the entire harvesting floor. As a result, Mr. Camacho was forced to take shortened meal periods to accomplish the assigned harvest schedules. Mr. Camacho and other aggrieved employees also had their meal periods cut short by AZCONA's aforementioned policies requiring them to don and doff their uniforms and/or PPE and undergo mandatory security screenings when entering AZCONA's client's premises before clocking in, when returning from a meal period, and when exiting the premises after clocking out for a shift and when leaving for a meal period. Thus, Mr. Camacho and other aggrieved employees worked through meal periods and/or had them interrupted to handle their assigned workloads and responsibilities, and AZCONA did not pay Mr. Camacho and other aggrieved employees for the time they continued to perform tasks during meal periods.

Fourth, on information and belief, because AZCONA frowned upon employees accruing meal period penalties, AZCONA's management pressured Mr. Camacho and other aggrieved employees to record compliant meal periods on their timesheets, even when they did not receive compliant meal periods. As a result, Mr. Camacho and other aggrieved employees were required to perform their assigned tasks off-the-clock during meal periods because AZCONA wanted to avoid paying penalties for missed, interrupted, or shortened meal periods. Thus, AZCONA did not record all hours worked during meal periods and Mr. Camacho and other aggrieved employees performed work during meal periods for which they were not paid.

AZCONA knew or should have known that as a result of these company-wide practices and/or policies, Mr. Camacho and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Camacho and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Camacho and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, AZCONA did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, AZCONA paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, AZCONA failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received

these other forms of pay, AZCONA failed to pay all overtime wages by paying a lower overtime rate than required.

AZCONA's failure to pay Mr. Camacho and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(K) (defining "Hours Worked").

As set forth above, during the relevant time period, AZCONA failed to provide Mr. Camacho and other aggrieved employees with an appropriate timekeeping mechanism, such as a time clock or electronic timekeeping system, to accurately track and record their hours worked. Instead, AZCONA maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours instead of hours actually worked, thereby shorting Mr. Camacho and other aggrieved employees for work performed outside their scheduled shifts. Alternatively, AZCONA had a company-wide policy and/or practice of only paying Mr. Camacho and other aggrieved employees for their scheduled shifts, rather than their actual hours worked, because AZCONA failed to track hours worked outside of their scheduled shifts.

As also stated, because AZCONA discouraged overtime accrual, Mr. Camacho and other aggrieved employees were required to complete assigned tasks before and after their scheduled shifts and/or during meal periods, including, but not limited to, time spent donning and doffing their uniforms and/or PPE and undergoing mandatory security screenings, without being compensated for the time they worked.

Further, due to AZCONA's policies and/or practices of understaffing its jobsites while assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules, and failing to adhere to a schedule for meal periods, Mr. Camacho and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. As also set forth above, Mr. Camacho and other aggrieved employees worked off -the-clock during meal periods by having to spend time donning and doffing their uniforms and/or PPE and undergo mandatory security screenings when entering AZCONA's client's premises before clocking in, when returning from a meal period, and when exiting the premises after clocking out for a shift and when leaving for a meal period. Thus, AZCONA systematically failed to pay Mr. Camacho and other aggrieved employees for actual hours worked during meal periods, because these hours were not correctly recorded.

Moreover, as stated, upon information and belief, AZCONA's management pressured employees to record on their handwritten timesheets that they took meal periods regardless of whether they had received compliant meal periods or not, in order to strictly limit penalties that would need to be paid by AZCONA. Thus, AZCONA systematically has failed to pay Mr. Camacho and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not correctly recorded.

Thus, AZCONA did not pay at least minimum wages for all hours worked by Mr. Camacho and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, AZCONA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, AZCONA regularly failed to pay at least minimum wages to Mr. Camacho and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, AZCONA had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules, which has resulted in a lack of meal period coverage and prevented Mr. Camacho and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, AZCONA had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Mr. Camacho and other aggrieved employees to not be relieved of their duties for compliant meal periods. As also stated, Mr. Camacho and other aggrieved employees worked off-the-clock during meal periods by having to spend time donning and doffing their uniforms and/or PPE and undergo mandatory security screenings when entering the AZCONA's client's premises before clocking in, when returning from a meal period, and when exiting the premises after clocking out for a shift and when leaving for a meal period.

AZCONA's practices and policies prevented Mr. Camacho and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Camacho and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Camacho would sometimes cut his meal periods short by 5-10 minutes in order to timely clock back in and return to work, because he was required to spend time donning his uniform and/or PPE and undergo mandatory security screenings.

Further, as set forth above, on information and belief, because AZCONA frowned upon employees accruing meal period penalties, AZCONA's management pressured Mr. Camacho and other aggrieved employees to record that they took timely, uninterrupted 30-minute meal periods on their timesheets regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by AZCONA.

Further, AZCONA did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Camacho and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

AZCONA knew or should have known that as a result of its company-wide policies and/or practices, Mr. Camacho and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. AZCONA further knew or should have known that it did not pay Mr. Camacho and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, AZCONA engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Camacho and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that AZCONA did pay other aggrieved employees for missed, late, and interrupted meal periods, AZCONA did not pay other aggrieved employees at the correct rate of pay for premiums because AZCONA systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AZCONA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which

insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, AZCONA regularly failed to authorize and permit Mr. Camacho and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AZCONA’s company-wide practices, including understaffing and assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules, prevented Mr. Camacho and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, AZCONA failed to adhere to a schedule for rest periods, which, coupled with AZCONA’s failure to provide adequate rest period coverage, further led to Mr. Camacho and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, AZCONA maintained a company-wide on-premises rest period policy, which effectively required that Mr. Camacho and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Camacho and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, AZCONA effectively maintained control over Mr. Camacho and other aggrieved employees during rest periods.

As a result of AZCONA’s practices and policies, Mr. Camacho and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Camacho had to forego nearly all of his rest periods because of the lack of rest period coverage and AZCONA’s failure to adhere to a schedule for rest periods for employees. When Mr. Camacho was able to take rest periods, they would often be cut short so he could timely return to work.

AZCONA also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Camacho and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that AZCONA did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, AZCONA did not pay other aggrieved employees at the correct rate of pay for premiums because AZCONA failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, AZCONA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. AZCONA has not provided Mr. Camacho and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, AZCONA has knowingly and intentionally provided Mr. Camacho and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AZCONA issued uniform wage statements to Mr. Camacho and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, AZCONA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because AZCONA did not record the time Mr. Camacho and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), AZCONA did not list the correct amount of gross wages and net wages earned by Mr. Camacho and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, AZCONA failed to accurately list the total number of hours worked by Mr. Camacho and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because AZCONA did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, AZCONA did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). AZCONA also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), AZCONA willfully failed to maintain accurate payroll records for Mr. Camacho and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, AZCONA engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Camacho and other aggrieved employees, in violation of section 1198. Furthermore, in light of AZCONA’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, AZCONA kept no records of meal start and end times for second meal periods.

Because AZCONA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Camacho and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Camacho and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee’s request. California Labor Code section 226(f) states “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.” California Labor Code section 226(h)

states “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

California Labor Code section 432 states “[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.” California Labor Code section 433 states “[a]ny person violating this article is guilty of a misdemeanor.”

California Labor Code section 1198.5 requires that an employer provide a copy of an employee’s personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney’s fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 4-2001, subdivision 7(A), provides “[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.” IWC Wage Order No. 4-2001, subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

During the relevant time period, Mr. Camacho sent AZCONA reasonable written requests for documents and records relating to his employment with AZCONA. During the relevant time period, AZCONA failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Mr. Camacho’s employment. For example, on June 23, 2023, Mr. Camacho sent a written request to AZCONA via FedEx overnight mail. On June 26, 2023, FedEx confirmed AZCONA received Mr. Camacho’s written request for records. On June 27, 2023, AZCONA acknowledged receipt of Mr. Camacho’s written request but refused to produce and/or permit inspection of his records. Additionally, on October 31, 2023, Mr. Camacho sent a second written request to AZCONA via FedEx overnight mail. To date, AZCONA has failed to respond to either of Mr. Camacho’s written requests for records. Thus, AZCONA has failed to comply with the reasonable written requests for documents and records relating to Mr. Camacho’s employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order.

Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 204 and 205 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

At all times, all relevant times herein, California Labor Code section 205 provides that wages of workers employed by a farm labor contractor shall be paid on payroll periods at least once every week on a business day designated in advance by the farm labor contractor. Payment on such payday shall include all wages earned up to and including the fourth day before such payday.

During the relevant time period, AZCONA failed to pay Mr. Camacho and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, sick leave pay, and/or reporting time pay within any time period specified by California Labor Code sections 204 and/or 205.

Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

During the relevant time period, AZCONA willfully failed to pay Mr. Camacho and other aggrieved employees who are no longer employed by AZCONA all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, sick leave pay, and/or reporting time pay either at the time of discharge, or within seventy-two (72) hours of their leaving AZCONA's employ.

Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, AZCONA did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, AZCONA paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, AZCONA failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, AZCONA failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, AZCONA paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

AZCONA's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11040(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, AZCONA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because AZCONA failed to pay Mr. Camacho and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

On information and belief, AZCONA had a company-wide practice of sending Mr. Camacho and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Camacho and other aggrieved employees for half of their usual or scheduled shift. For example, during his employment, when scheduled to work an eight (8) hour shift, AZCONA's managers sent Mr. Camacho home before he had an opportunity to work at least half of his scheduled shift. On information and belief, when this occurred, Mr. Camacho was only paid for the time he had worked. Although Mr. Camacho and other aggrieved employees would report to work based on the schedule that AZCONA provided to them, AZCONA would send them home before they had worked at least half of their scheduled shifts without paying them reporting time pay.

Accordingly, Mr. Camacho other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Mr. Camacho and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

AZCONA failed to provide Mr. Camacho and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). AZCONA's failure to provide Mr. Camacho and other aggrieved employees with written notice of basic information regarding their employment with AZCONA is in violation of Labor Code section 2810.5.

Mr. Camacho and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” AZCONA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Camacho’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Camacho seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Camacho, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against AZCONA for violations of California Labor Code sections 201, 202, 204, 205, 226(a)-(c), 226.7, 246, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Camacho seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

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

Demand is hereby made that AZCONA shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. AZCONA shall pay Mr. Camacho and all other aggrieved employees employed by AZCONA at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. AZCONA shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid reporting time pay.
3. AZCONA shall conduct a survey or interview all current and former aggrieved employees in California who worked for AZCONA in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal

periods which were not provided and the number of rest periods which were not authorized and permitted, with the investigation to be completed within 60 days.

4. AZCONA shall pay Mr. Camacho and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. AZCONA also shall pay Mr. Camacho and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. AZCONA shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, and 246(l).
6. AZCONA shall pay accrued legal interest to Mr. Camacho and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. AZCONA shall provide Mr. Camacho and all aggrieved employees employed by AZCONA at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. AZCONA shall timely provide Mr. Camacho and those aggrieved employees who request to inspect or copy records pertaining to their employment, with a copy of their personnel record, signed instruments, and documents and records related to their employment, as required by Labor Code sections 226(b), 432, and 1198.5.
9. AZCONA shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. AZCONA shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
11. AZCONA shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
12. AZCONA shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226(f), 226.3, 248.5, 256, 558, 1174.5, 1197.1, 1198.5(k), and 2699, and IWC Wage Order No. 4-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by a long horizontal flourish and three dots.

Alexander Lima

Copy: AZCONA HARVESTING, LLC (via U.S. Certified Mail); AZCONA AG MANAGEMENT (via U.S. Certified Mail); SO MO CO LABOR SUPPLY (via U.S. Certified Mail)

Capstone
LAW APC

1875 Century Park East, Ste. 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7022 2410 0000 2264 6888

AZCONA HARVESTING, LLC
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

AZCONA HARVESTING, LLC
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927



9590 9402 7690 2122 7204 40

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6888

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

☐ Yes
☐ No

1. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery
 - ☐ Priority Mail Express
 - ☐ Registered Mail
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Certified Mail Fee

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AZCONA

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- ☐ Adult Signature Restricted Delivery
- ☐ Return Receipt Restricted

AZCONA HARVESTING, LLC
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

Capstone
LAW APC

1875 Century Park East, Ste. 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7022 2410 0000 2264 6864

AZCONA AG MANAGEMENT
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

AZCONA AG MANAGEMENT
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

9590 9402 7690 2122 7204 57

7022 2410 0000 2264 6864

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

1. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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For delivery information, visit our website at www.usps.com™

Official Use Only

CANCELLED ✓

AZCONA

Signature (Printed Name) ☐ Agent ☐ Addressee

AZCONA AG MANAGEMENT
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

PS Form 3811, April 2013 PSN 7530-02-000-9053 Use Reverse for Instructions

Capstone
LAW AND
1875 Century Park East, Ste. 1000
Los Angeles, CA 90067

7022 2410 0000 2264 6871



SO MO CO LABOR SUPPLY
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SO MO CO LABOR SUPPLY
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927



9590 9402 7690 2122 7204 33

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- 3. Service Type
 - ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Restrict Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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OFFICIAL USE

For delivery information, visit our website at www.usps.com

1. Certified Mail Fee \$
2. Insurance (if any) \$
3. Signature Confirmation (if any) \$
4. Registered Mail (if any) \$
5. Signature Confirmation Restricted Delivery (if any) \$
6. Registered Mail Restricted Delivery (if any) \$
7. Signature Confirmation Restricted Delivery (if any) \$
8. Signature Confirmation Restricted Delivery (if any) \$
9. Signature Confirmation Restricted Delivery (if any) \$
10. Signature Confirmation Restricted Delivery (if any) \$

SO MO CO LABOR SUPPLY
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927

CAMACHO
ALON
FREDERICK
HARRIS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

AZCONA AG MANAGEMENT
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927



9590 9402 7690 2122 7204 57

1. Article Number (Transfer from service label)

7022 2410 0000 2264 6864

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Covid19*
☐ Agent
☐ Addressee

B. Received by (Printed Name)

Covid19

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
 Restricted Delivery
 (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

AZCONA HARVESTING, LLC
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927



9590 9402 7690 2122 7204 40

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6888

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Covid19*
☐ Agent
☐ Addressee

B. Received by (Printed Name)

Covid19

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all
 Restricted Delivery
 (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SO MO CO LABOR SUPPLY
44 EL CAMINO REAL, SUITE A
GREENFIELD, CA 93927



9590 9402 7690 2122 7204 33

2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Covid19*
☐ Agent
☐ Addressee

B. Received by (Printed Name)

Covid19

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all
 Restricted Delivery
 (over \$500)