

THE **WORK JUSTICE** FIRM

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June 12, 2026

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, California 94612  
*Via Online Submission Only*

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| <b>THE SUN VALLEY RICE<br/>COMPANY, LLC<br/>c/o Kenneth M. Lagrande,<br/>Registered Agent for Service of Process<br/>7050 Eddy Road<br/>Arbuckle, CA 95912<br/>Certified Mail No.: 9589 0710 5270<br/>4046 5179 76</b> | <b>THE SUN VALLEY RICE<br/>COMPANY, LLC<br/>c/o Legal Department<br/>7050 Eddy Road<br/>Arbuckle, CA 95912<br/>Certified Mail No.: 9589 0710 5270<br/>4046 5197 83</b> |
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From: Elias Antonio Molina Ochoa, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of The Sun Valley Rice Company, LLC

c/o Brent Marlis, Esq.  
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Our firm has been retained by aggrieved employee Elias Antonio Molina Ochoa concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employer, The Sun Valley Rice Company, LLC.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my clients’ allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

### **FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS**

Aggrieved employee Elias Antonio Molina Ochoa was employed by The Sun Valley Rice Company, LLC (“Employer”) as an hourly non-exempt employee from in or around October 2024, until on or about March 2026. Employee believes Employer employed more than one hundred (100) employees in total during the period covered by this notice, and Labor Code section 2999.3(c)(2) does not apply.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Failing to pay Employee and similarly aggrieved employees all minimum wages as Employee and similarly aggrieved employees were unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their unpaid meal periods, resulting in significant unpaid wages for time spent working for Employer.
- Failing to pay Employee and similarly aggrieved employees all minimum wages as Employer implemented a time-rounding system that, as applied, systemically deprived Employee and similarly aggrieved employees of compensable time because the time-rounding system implemented by Employer understated actual compensable work

time. Employer adjusted Employee's and similarly aggrieved employees' time entries and or instructed them to record only the scheduled beginning and end times of their shifts rather than the actual times they began and stopped working, resulting in understating actual time worked and the underpayment of minimum wages owed to Employee and similarly aggrieved employees.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intend to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Employer's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Pay Overtime Wages for Overtime Hours Work and/or Failure to Pay Overtime wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194*

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

“Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Failing to pay Employee and similarly aggrieved employees all overtime wages as Employee and similarly aggrieved employees were consistently unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their unpaid meal periods, resulting in significant unpaid wages for time spent working for Employer.
- Failing to pay Employee and similarly aggrieved employees all overtime wages as Employer implemented a time-rounding system that, as applied, systemically deprived Employee and similarly aggrieved employees of compensable time because the time-rounding system implemented by Employer understated actual compensable work time. Employer adjusted Employee’s and similarly aggrieved employees’ time entries and or instructed them to record only the scheduled beginning and end times of their shifts rather than the actual times they began and stopped working, resulting in understating actual time worked and the underpayment of overtime wages owed to Employee and similarly aggrieved employees.
- Failing to incorporate all non-discretionary remuneration, including but not limited to, multiple base rates of pay such as “Shift 2,” “Shift 3,” and/or other non-discretionary

pay into the regular rate of pay used to calculate the owed overtime rate, resulting in the miscalculation and underpayment of overtime wages owed to Employee and similarly aggrieved employees.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Employer's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 5, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 5, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and similarly aggrieved employees with timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or work through part or all their meal periods due to the nature and constraints of their job duties/lack of relief workers available and or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.
- Employee and similarly aggrieved employees were instructed by their supervisors to take late meal periods and or work through part or all of their meal periods when they were busy. Employee and similarly aggrieved employees were instructed to clock out thirty minutes for these missed or improper meal periods but to continue working/remain on duty.
- Failing to provide Employee and similarly aggrieved employees second meal periods despite regularly working shifts of at least ten hours (10) hours and thus being entitled to a second 30-minute, duty free, uninterrupted meal period before the end of the tenth hour of work. Per Employer's unlawful meal period policy and practice, Employer only provided a single meal period per shift, regardless of the number of hours worked, and even this single meal period would often be cut short, interrupted, late, worked through, and or on duty due to the nature and constraints of Employee's and similarly aggrieved employees' job duties, lack of relief workers available and or pressure from supervisors to take non-compliant meal breaks or skip meal breaks completely.

- Failing to permit Employee and similarly aggrieved employees to leave Employer's premises during their meal periods in violation of California law.
- Failing to pay Employee and similarly aggrieved employees with meal period premiums earned for noncompliant meal periods.
- Failing to incorporate all non-discretionary remuneration, including but not limited to, multiple base rates of pay such as "Shift 2," "Shift 3," and/or other non-discretionary pay into the regular rate of pay used to calculate Employee's and similarly aggrieved employees' meal period premium rates, resulting in the miscalculation and underpayment of meal period premium rates owed to Employee and similarly aggrieved employees.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Employer's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires 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. The authorized 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....” Wage Order 5, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend his time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Failing to authorize Employee and similarly aggrieved employees to take rest periods at a rate of every four (4) hours worked or major fraction thereof.
- Employee and similarly aggrieved employees were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law.
- Employee’s and similarly aggrieved employees’ rest periods were interrupted, cut short, on duty, and or late due to the nature and constraints of Employee’s and similarly aggrieved employees’ job duties and or commentary from supervisors pressuring them to skip rest breaks completely or take non-compliant rest breaks.
- Employee and similarly aggrieved employees were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once jobs were completed/as time permitted.
- Failing to provide Employee and similarly aggrieved employees with third rest periods despite consistently working shifts of ten hours or more and thus being entitled to a third duty-free, paid rest period per each shift of more than ten hours. Employee and similarly aggrieved employees were not always provided compliant first, second nor third rest periods. Per Employer’s unlawful rest period policy and practice, Employee and similarly aggrieved employees were only permitted two rest periods per shift, regardless of the number of hours worked, and even those purportedly allowed rest periods were typically worked through/on duty or otherwise noncompliant with California law.

- Employer had no policy in place nor instruction as to the taking, timing, or duty-free nature of rest periods.
- Failing to permit Employee and similarly aggrieved employees to leave Employer's premises during their rest periods in violation of California law.
- Failing to pay Employee and similarly aggrieved employees a rest period premium for missed/improper rest period in violation of California law.
- Failing to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate Employee's and similarly aggrieved employees' rest period premium rates, resulting in the miscalculation and underpayment of rest period premium rates owed to Employee and similarly aggrieved employees.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Employer's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. *Failure to Produce Requested Records in Violation of Labor Code Sections 226 and 1198.5*

Employee alleges that Employer failed to provide him, and, on information and belief, other current and former aggrieved California-based hourly non-exempt employees with their employment records in response to their written requests.

An employer must afford current and former employees the right to inspect or receive a copy of records pertaining to his employment, upon reasonable request to the employer. Labor Code §226(b). An employer who receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code §226(c). Additionally, every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Labor Code §1198.5(a). Upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty of seven hundred fifty dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

On June 02, 2026, Employee sent written requests through his counsel to Employer for his payroll records, timecards, and personnel records pursuant to Labor Code sections 226 and 1198.5. However, Employer failed to timely produce the requested employment records, in violation of Labor Code section 226 and 1198.5. Employee is informed and believes and thereon alleges that other current and former aggrieved California-based hourly non-exempt employees also sent written requests for their employment records, but Employer failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3 and under PAGA, Labor Code section 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

6. *Failure To Pay Wages for Accrued Paid Sick Days At The Regular Rate of Pay In Violation Of Labor Code Section 246*

Employer had a policy and/or procedure where Employee and other current and former aggrieved California-based hourly non-exempt employees accrued paid sick time.

Labor Code section 246, subdivision (a), states in relevant part “[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

Here, Employee and other current and former aggrieved California-based hourly non-exempt employees were employed by Employers for 30 or more days and were entitled to paid sick days. Also, Employee and other current and former aggrieved California-based hourly non-

exempt employees began accruing paid sick days since the beginning of each of their respective employment with Employers.

Labor Code section 246, subdivision (l), provides that an employer shall calculate the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee elected to use paid sick time. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

In this case, Employee alleges that when he and other current and former aggrieved California-based hourly non-exempt employees elected to use paid sick time, Employers failed to pay them sick time wages at the proper sick time rate of pay due to Employers’ failure to include all remuneration when calculating the sick time rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration including but not limited to “Shift 2” and “Shift 3,” for example, when calculating Employee and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7. *Failure to Pay Accrued and Vested Vacation Wages/PTO Wages in Violation of Labor Code Section 227.3*

Employee alleges that during his employment, Employers failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees accrued and vested vacation and/or personal time off (“PTO”) wages at the proper rate and/or upon separation of employment. Labor Code section 227.3 states in relevant part “...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served....”

Employers had a vacation policy in which Employee and other current and former aggrieved California-based hourly non-exempt employees accrued paid vacation time. Nevertheless, Employers employed policies and procedures which ensured that Employee and other current and former aggrieved California-based hourly non-exempt employees were not properly paid accrued and vested vacation time and/or PTO generally and/or upon separation of employment, in violation of Labor Code section 227.3 and/or California law. Employers failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees the full amount of their earned vacation/PTO wages at the time of separation of employment, in violation of California law and Labor Code section 227.3. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, et seq., on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.226(f).

8. *Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code 226*

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Separately, Employer failed to include the exact legal name and address of the legal entity that is the employer on wage statements. The wage statements list “Sun Valley, LLC” instead of “Sun Valley Rice Company, LLC” thereby creating confusion as the name listed on the wage statements is not a company registered on the California Secretary of State’s website.

Employee believes these failures were willful and intentional. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, et seq., under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. *Failure to Timely Pay all Earned Wages and Final Wages due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, 203*

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

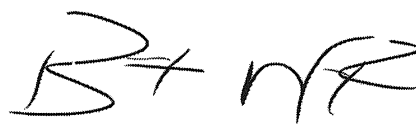
As a result of the aforementioned violations of the Labor Code, Employee alleges that they were not paid their final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203. Employee believes these failures were willful and intentional. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

**CONCLUSION**

Our clients intend to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 201.3, 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1194, 1197, 1198, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my clients’ claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,  
**THE WORK JUSTICE FIRM**

A handwritten signature in black ink, appearing to read "B+ nfr", is written over a horizontal line.

*Brent Marlis, Esq.*

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BMIC/TA: Ochoa V. The Sun Valley Rice Company  
RE: DACA Letter LLC

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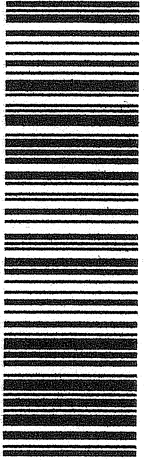
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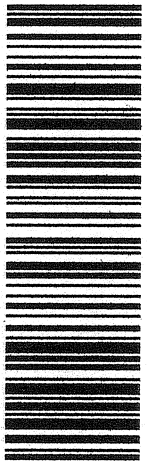
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\$11.020  
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0987100212189  
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 c/o Kenneth M. Lagrande,  
 Registered Agent for Service of Process  
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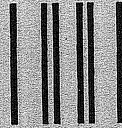
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Registered Agent for Service of Process  
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Los Angeles, CA 90010



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