KEYCOUNSEL P.C.
3341 Walnut Blvd., Suite 310 | Brentwood, CA 94513
Telephone: 925-238-0444 | Email: info@keycounselpc.com

PAGA Notice to Labor and Workforce Development Agency and Employer

Via LWDA Online Filing Portal
California Labor & Workforce Development Agency
PAGA Unit

Via Certified Mail
UpTerra Corporation
Registered Agent: Roland Vandermeer
Principal Office Address: 10 Liberty Ship Way Ste 130 Sausalito, Ca 94965

Via Certified Mail
UpTerra LLC, a Wyoming limited liability company formerly known as Agriculturally LLC
Registered Agent: Roland Vandermeer
Principal Office Address: 2330 Marinship Way, Suite 300 Sausalito, Ca 94965

Via Certified Mail
UpTerra LLC, a Wyoming limited liability company formerly known as Agriculturally LLC
Registered Agent: Registered Agents Inc
30 N Gould St Ste R, Sheridan, WY 82801

Date: July 8, 2026

> Re: Notice Pursuant to California Labor Code § 2699.3 — Labor Code Violations by UpTerra Corporation, UpTerra LLC f/k/a Agriculturally LLC, and Related Entities Against David DeJohn and Other Aggrieved Employees

To the Labor & Workforce Development Agency and UpTerra:

This letter provides written notice pursuant to California Labor Code § 2699.3 of Labor Code violations committed by UpTerra Corporation, UpTerra LLC a Wyoming limited liability company formerly known as Agriculturally LLC, and any related, predecessor, successor, alter ego, integrated-enterprise, joint-employer, or affiliated entities involved in retaining, directing, paying, controlling, terminating, or benefiting from the services of David DeJohn (collectively, UpTerra).

This notice is given under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 through 2699.8. David DeJohn is an aggrieved employee within the meaning of PAGA who personally experienced each of the Labor Code violations described below during his engagement with UpTerra. Mr. DeJohn brings this notice on behalf of himself, the State of California, and other aggrieved employees who were subjected to the same or similar violations, including individuals classified as independent contractors, consultants, founders, operators, R&D personnel, technical personnel, growers, advisors, and other workers who performed services for UpTerra in California. Consistent with Labor Code section 2699.3, this notice identifies the specific provisions of the Labor Code alleged to have been violated and sets forth the facts and theories supporting each alleged violation.

Factual Background

1. Long-term service relationship. Mr. DeJohn began performing services for the company in or around May 2020, initially for Agriculturally LLC and later for UpTerra LLC and/or UpTerra Corporation. He performed work continuously for approximately five years, until his termination on or about July 11, 2025.

2. Work performed in California. Mr. DeJohn performed services in California, including work associated with UpTerra's San Rafael and Sausalito headquarters, as well as remote work from his home office and place of business in California for UpTerra's benefit.

3. Core business functions. Mr. DeJohn's work was integral to UpTerra's business. His duties included, among other things, scientific research, development, testing, evaluations, TerraNet-related work, plant-growth validation, amendment research, alchemy/spagyric work, R&D support, software and tool updates, grow lab work, operator work, customer and farm support, investor and visitor support, equipment setup, and development of protocols and materials used in UpTerra's business.

4. Flat recurring compensation. Although classified as a 1099 independent contractor, Mr. DeJohn was paid recurring compensation by UpTerra. His compensation was initially approximately $8,800 per month and later increased to a flat $10,000 per month. UpTerra acknowledged that his contractor rate was a flat monthly amount and not tied to hourly or daily billing.

5. Control and direction. UpTerra exercised control over Mr. DeJohn's work and required or attempted to require him to work from UpTerra's headquarters multiple days per week. UpTerra leadership identified specific expectations for him to continue with the company, including being in the office three days per week, validating TerraNet functionality on plant growth, researching combinations of amendments, mentoring a replacement grower, assisting in scalable TerraNet protocols, contributing to beta testing, and managing TerraNet onboarding.

6. Misclassification concerns raised. Mr. DeJohn raised concerns with UpTerra that he should be transitioned from 1099 independent contractor status to W-2 employee status, or otherwise be paid more in light of the work, responsibilities, travel, lack of benefits, and business expenses required of him. UpTerra therefore had actual notice of the misclassification and its consequences.

7. Expenses and tools. Mr. DeJohn purchased and used equipment, tools, materials, PPE, technology, utilities, home-office resources, business services, supplies, and other items for UpTerra's benefit. He also incurred fuel, travel, FasTrak, accounting, tax-preparation, business-license, home-office, and other costs associated with performing UpTerra work.

8. Termination and final pay dispute. UpTerra terminated Mr. DeJohn on or about July 11, 2025. UpTerra paid him approximately $3,913.04 for July 2025, calculated by UpTerra as a prorated portion of the $10,000 monthly rate. Mr. DeJohn disputed the calculation and asserted that he worked 15 days at an effective daily rate of $500 per day, for a total of $7,500, leaving approximately $3,586.96 unpaid. He also asserted that he was not compensated for unused vacation/PTO and was not paid all amounts owed on termination.

9. Lack of employee protections. Because UpTerra treated Mr. DeJohn as a 1099 contractor rather than an employee, UpTerra did not provide him with employee wage statements, payroll tax treatment, unemployment insurance coverage, expense reimbursement protections, employee benefits, or other protections required for employees under California law.

10. Other aggrieved employees. On information and belief, UpTerra used similar classification and pay practices for other individuals performing services in California, including workers classified as contractors, consultants, operators, founders, technical personnel, R&D personnel, growers, and other personnel who performed core UpTerra business functions under UpTerra's control and direction.

Labor Code Violations, Facts, and Theories

1. Misclassification of Mr. DeJohn and Other Aggrieved Employees as Independent Contractors

UpTerra misclassified Mr. DeJohn and other aggrieved employees as independent contractors when, under California law, they were employees. Under Labor Code section 2775, which codifies the ABC test adopted in *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, a person who provides labor or services for remuneration is presumed to be an employee, and the hiring entity bears the burden of proving all three of the following to classify the person as an independent contractor: (A) the worker is free from the hiring entity's control and direction in connection with the performance of the work, both under the contract and in fact; (B) the worker performs work outside the usual course of the hiring entity's business; and (C) the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed. UpTerra cannot satisfy this burden.

The facts and theories supporting this violation include:

• **Prong A (control)**. UpTerra directed and controlled Mr. DeJohn's work. It required or attempted to require his presence at its headquarters three days per week, assigned specific ongoing duties (validating TerraNet functionality, researching amendment combinations, mentoring a replacement grower, developing scalable

TerraNet protocols, beta testing, and managing TerraNet onboarding), set expectations for his continued engagement, and set his compensation as a flat monthly rate rather than project-based pay.

- **Prong B (usual course of business)**. Mr. DeJohn's work was integral to UpTerra's regular business, including TerraNet development, R&D, grow operations, plant-growth validation and testing, amendment research, operator work, and customer and farm support. This was UpTerra's core business, not work outside its usual course.

- **Prong C (independent business)**. Mr. DeJohn was not customarily engaged in an independently established business of the same nature offered to the public. He performed continuous, full-scope services for UpTerra for approximately five years and depended on UpTerra as his engaging entity.

- Label not controlling. UpTerra's designation of Mr. DeJohn as a 1099 independent contractor does not determine his status. Mr. DeJohn raised his misclassification directly with UpTerra and requested transition to W-2 employee status.

- On information and belief, UpTerra applied the same classification and pay practices to other workers who performed core company functions while labeled contractors or consultants.

Because UpTerra cannot carry its burden under all three prongs of section 2775, Mr. DeJohn and other aggrieved employees were employees, and this misclassification caused and contributed to the Labor Code violations described below.

2. Failure to Pay Minimum, Regular, and Overtime Wages, Labor Code sections 204, 510, 1194, 1194.2, 1197, 1197.1, 1198

UpTerra failed to timely pay all wages due to Mr. DeJohn and other aggrieved employees, including minimum wages, earned wages, and overtime wages for all hours worked.

The facts and theories supporting this violation include:

- Mr. DeJohn regularly worked more than eight hours per day and more than forty hours per week, including extended hours, nights, travel, office setup, equipment work, R&D work, and remote work for UpTerra.

- UpTerra did not track, record, or pay him as a nonexempt employee and paid him as a 1099 contractor despite requiring him to perform core business functions under its control.

- UpTerra did not pay overtime premiums required by Labor Code section 510 for hours worked over eight in a day, over forty in a week, or otherwise compensable under California law and the applicable IWC wage order.

- UpTerra failed to pay all wages due for the July 2025 final pay period, including a disputed unpaid amount of approximately $3,586.96.

3. Failure to Timely Pay Final Wages, Labor Code sections 201, 202, 203

UpTerra failed to timely pay all wages due at the time of termination and is liable for waiting-time penalties.

The facts and theories supporting this violation include:

- UpTerra terminated Mr. DeJohn on or about July 11, 2025, and did not pay all compensation due at termination.

- UpTerra paid only a prorated amount of approximately $3,913.04 for July 2025, while Mr. DeJohn asserted he was owed approximately $7,500 for 15 days worked, leaving approximately $3,586.96 unpaid.

- UpTerra also failed to pay accrued, unused vacation/PTO and other final compensation owed to Mr. DeJohn as an employee.

- UpTerra's failure to pay was willful. UpTerra knew or should have known it was treating a long-term worker performing core business functions as a contractor while denying employee protections, and Mr. DeJohn had put UpTerra on notice of the misclassification.

4. Failure to Reimburse Necessary Business Expenses, Labor Code section 2802

UpTerra failed to indemnify and reimburse Mr. DeJohn and other aggrieved employees for necessary expenditures and losses incurred in direct consequence of their duties and in obedience to UpTerra's directions. The section 2802 reimbursement obligation applies to employees under the ABC test even though it is not contained in the IWC wage orders.

The facts and theories supporting this violation include:

- Mr. DeJohn incurred fuel, travel, FasTrak, supplies, equipment, PPE, tools, home-office, utility, internet, tax and accounting, business-license, and other expenses for UpTerra's benefit.

- Mr. DeJohn purchased and used personal equipment and materials for UpTerra's business, including grow equipment, lighting, tools, saws, plant and grow materials, laboratory and processing equipment, office equipment, bottles, instruments, and related supplies.
- UpTerra required or benefited from work performed from Mr. DeJohn's home office and from equipment he personally provided, and did not fully reimburse these necessary expenditures and losses.

- On information and belief, other aggrieved employees classified as contractors or consultants likewise incurred unreimbursed expenses for UpTerra's benefit.

5. Failure to Provide Accurate Itemized Wage Statements, Labor Code section 226(a)

UpTerra failed to provide accurate, complete, itemized wage statements to Mr. DeJohn and other aggrieved employees.

The facts and theories supporting this violation include:

- UpTerra treated Mr. DeJohn as a 1099 contractor and therefore did not provide wage statements complying with Labor Code section 226(a).

- UpTerra failed to provide wage statements reflecting gross wages, total hours worked, applicable hourly rates, net wages, inclusive pay-period dates, employer information, employee information, deductions, and other required items.

- UpTerra's failure to place Mr. DeJohn and similarly situated workers on payroll deprived them of accurate wage statements and obscured the wages, hours, rates, deductions, and reimbursements owed.

6. Failure to Maintain Accurate Payroll Records, Labor Code sections 1174, 1174.5, 1198

UpTerra failed to maintain accurate payroll and time records for Mr. DeJohn and other aggrieved employees.

The facts and theories supporting this violation include:

- UpTerra did not maintain legally compliant records of Mr. DeJohn's hours worked, meal and rest periods, wage rates, overtime, reimbursements, or final wages because it classified him as a contractor.

- UpTerra's records did not accurately reflect the reality of the employment relationship, the hours worked, or the wages owed.

- On information and belief, similar recordkeeping failures affected other misclassified aggrieved employees.

7. Failure to Provide Compliant Meal and Rest Periods, Labor Code sections 226.7, 512, 1198

As a misclassified nonexempt employee, Mr. DeJohn was entitled to compliant meal and rest periods, and UpTerra failed to provide them or pay the required premium wages.

The facts and theories supporting this violation include:

- Mr. DeJohn regularly worked shifts exceeding five hours, and frequently exceeding ten hours, performing UpTerra work, including long days, nights, and extended work periods.

- Because UpTerra treated him as a contractor, it did not provide or authorize compliant meal and rest periods, did not maintain meal and rest records, did not apply compliant meal and rest policies to him, and did not pay meal or rest premiums.

- On information and belief, other misclassified aggrieved employees were similarly denied compliant meal and rest periods or premium pay.

8. Failure to Pay Accrued Vacation/PTO as Wages, Labor Code sections 201, 202, 203, 227.3

UpTerra failed to pay Mr. DeJohn and similarly situated aggrieved employees all accrued, unused vacation/PTO wages due at termination.

The facts and theories supporting this violation include:

- Mr. DeJohn was not compensated for unused vacation/PTO at termination. To the extent UpTerra maintained a vacation or PTO policy, practice, agreement, or representation, accrued and unused time is vested wages under Labor Code section 227.3 that must be paid at termination and may not be forfeited.

- UpTerra's classification of Mr. DeJohn as a contractor prevented the proper accrual, accounting, and payment of vacation/PTO wages owed to an employee.

9. Failure to Provide Payroll and Personnel Records, Labor Code sections 226(c), 432, 1198.5

To the extent records were or are requested, UpTerra failed to provide legally required payroll, personnel, and employment-related records to Mr. DeJohn and other aggrieved employees.

The facts and theories supporting this violation include:

- UpTerra's misclassification and use of contractor records impeded Mr. DeJohn's ability to obtain employee payroll records, wage statements, and other documents reflecting his compensation, hours, classification, and termination.
- Following termination, Mr. DeJohn was locked out of company email and drive access, limiting his access to documents relevant to his work, compensation, invoices, and final pay.

Aggrieved Employees

The aggrieved employees include David DeJohn and all other persons who performed services for UpTerra in California during the applicable PAGA period and who were subjected to one or more of the Labor Code violations identified in this notice. This includes, without limitation, workers classified as independent contractors or consultants who performed services for UpTerra in California during the PAGA period, including workers paid through invoices, vendor payments, 1099 arrangements, flat monthly fees, day rates, or other non-payroll arrangements while performing work within UpTerra's usual course of business.

Time Period

Mr. DeJohn performed services for UpTerra from approximately May 2020 through his termination on or about July 11, 2025. Mr. DeJohn seeks PAGA civil penalties for all violations occurring within the applicable limitations period, including the one-year period preceding this notice, together with any additional period preserved by applicable tolling, equitable, relation-back, or continuing-violation doctrines. This notice is filed within one year of Mr. DeJohn's termination and the associated final-pay and wage-statement violations.

Employer Entities, Joint Employment, and Successor Liability

This notice is directed to UpTerra Corporation, UpTerra LLC, Agriculturally LLC, and all related entities responsible for the violations. The entities are identified collectively because the record reflects that Mr. DeJohn began work for Agriculturally LLC, later performed services for UpTerra LLC, and then received equity, option, and payment documentation associated with UpTerra Corporation. The entities appear to have operated as related, predecessor and successor, affiliated, integrated, or joint-employer entities with respect to Mr. DeJohn's services, compensation, classification, termination, and equity-related relationship. The precise relationships between these entities are within UpTerra's possession and may include predecessor and successor liability, integrated-enterprise liability, joint-employer liability, alter ego liability, agency, or other bases for responsibility.

PAGA Civil Penalties

For each Labor Code violation that carries its own civil penalty, Mr. DeJohn seeks that penalty as provided by statute. For each violation that does not carry its own civil penalty, Mr. DeJohn seeks the default civil penalties under Labor Code section 2699(f). Penalties are sought for each aggrieved employee for each pay period in which a violation occurred, to the extent permitted by law, together with all other relief available under PAGA.

Request for LWDA Action

Mr. DeJohn requests that the LWDA investigate the violations described above. If the LWDA does not intend to investigate, or if the statutory response period expires without LWDA action, Mr. DeJohn intends to pursue civil penalties under PAGA on behalf of the State of California and aggrieved employees.

Cure

To the extent any violation identified above is subject to a statutory cure process, UpTerra must provide complete written notice of any proposed cure and evidence that the violation has been fully cured as to all affected aggrieved employees. Mr. DeJohn does not concede that any violation is curable, that any attempted cure is adequate, or that any attempted cure eliminates liability for civil penalties, wages, reimbursements, interest, attorneys' fees, costs, or other relief.

Reservation of Rights

This notice is not an exhaustive statement of all facts, Labor Code violations, or theories. Mr. DeJohn reserves the right to amend, supplement, or expand this notice to the extent additional facts, entities, Labor Code violations, aggrieved employees, or theories are identified, and reserves all rights and remedies available under PAGA and California law.

Contact Information

Aggrieved Employee:
David DeJohn
[redacted]
Phone: [redacted]
Email: [redacted]

Counsel:
Michael Pierson, Esq. (State Bar No. 275880)
Key Counsel, P.C.
3341 Walnut Blvd, Suite 310, Brentwood, CA 94513
Phone: 925-238-0444
Email: info@keycounselpc.com

Respectfully submitted,

Michael Pierson

Michael Pierson, Esq.
State Bar No. 275880
Counsel for David DeJohn