December 15, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for
Glass House Camarillo Cultivation, LLC
Attn: Kyle D. Kazan
3645 Long Beach Blvd.
Long Beach, CA 90807

Agent for Service of Process for
GH Camarillo LLC
Attn: Kyle D. Kazan
3645 Long Beach Blvd.
Long Beach, CA 90807

Agent for Service of Process for
Glass House Brands Inc.
Attn: Kyle D. Kazan
3645 Long Beach Blvd.
Long Beach, CA 90807

Agent for Service of Process for
Houweling's Camarillo, Inc
Attn: Monica Paulson
1048 Beechwood St.
Camarillo, CA 93010

Agent for Service of Process for
Mission Health Associates, Inc.
Attn: Kyle D. Kazan
3645 Long Beach Blvd.
Long Beach, CA 90807

Agent for Service of Process for
Labor Force Management, Inc.
Attn: Frank De La Garza Jr
28806 Ave. 15
Madera, CA 93638

Re: ***Melendez v. Glass House Camarillo Cultivation, LLC, et al.***
PAGA Notice

Dear California Labor and Workforce Development Agency, Glass House Camarillo Cultivation, LLC, Glass House Brands Inc., Mission Health Associates, Inc., GH Camarillo LLC, Houweling's Camarillo, Inc, and Labor Force Management, Inc.:

Please be advised that Torus LLP represents the interests of Gerardo Melendez ("Claimant"). The purpose of this correspondence is to inform you that Claimant intends to seek penalties, on behalf of himself and all other aggrieved employees, against his former employers Glass House Camarillo Cultivation, LLC, Glass House Brands Inc., Mission Health Associates, Inc., GH Camarillo LLC, Houweling's Camarillo, Inc, and Labor Force Management, Inc. (collectively "Employers") pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Sections 2698 *et seq*. This correspondence serves as Claimant's written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100-2112, 2699.3, 2699.5, 2698 *et seq.*, 2800, 2802, and 2810.3 in addition to the California Code of Regulations title 8, Section 3395(d), the applicable IWC Wage Orders, and/or the California Occupational Safety and Health Act of 1973 ("OSHA").

Facts and Theories Supporting the Alleged Violations

Glass House Camarillo Cultivation, LLC, Glass House Brands Inc., Mission Health Associates, Inc., and GH Camarillo LLC (collectively "Glass House") owns and operates cannabis farms in California. Glass house was a "client employer" within the meaning of Labor Code Section 2810.3. Glass House employs 100 or more non-exempt employees at a single warehouse, manufacturing, and/or distribution center, and/or 1,000 or more non-exempt employees at multiple warehouse, manufacturing, and/or distribution centers.

Houweling's Camarillo, Inc ("Houweling's") is a greenhouse tomato grower operating in California. Houweling's was a "client employer" within the meaning of Labor Code Section 2810.3. Houweling's employs 100 or more non-exempt employees at a single warehouse, manufacturing, and/or distribution center, and/or 1,000 or more non-exempt employees at multiple warehouse, manufacturing, and/or distribution centers.

Labor Force Management, Inc. ("LFM") owns and operates a staffing company that provides agricultural and farm workers to employers in California. LFM supplied Glass House and Houweling's with workers to perform labor within Glass House's and Houweling's usual course of business. LFM provided wage statements to Claimant and aggrieved employees. LFM was a "labor contractor" within the meaning of Labor Code Section 2810.3.

Employers employed Claimant as a non-exempt hourly employee in California within the past year and hired him to perform work for Houweling's and had him perform work for Glass House. Claimant's job duties included, *inter alia*, trimming cannabis. Employers employed and/or currently employ other aggrieved employees in California. The aggrieved employees consist of all employees employed by Employers during the "PAGA Period," which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to Employers to the present.

During the PAGA Period, Employers failed to pay Claimant and other aggrieved employees minimum, regular, and overtime time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours and/or over 40 hours per workweek. Specifically, Employers failed to provide all required sick pay to aggrieved employees. In addition, Employers' policy and practice required Claimant and aggrieved employees to enter the worksite and immediately don their lab coats, among other things, in a designated area before clocking in for work and doff their lab coats after clocking out for their shifts. Employers did not compensate Claimant and aggrieved employees for donning and doffing time. Moreover, Employers failed to provide all earned commissions to Claimant and aggrieved employees. Employers also failed to include all remunerations such as non-discretionary commissions, bonuses, split shift premiums, shift differentials, and/or other incentive pay when calculating Claimant's and aggrieved employees' regular rate of pay for purposes of paying overtime, double time, meal and rest period premiums, and sick pay. Further, Employers prohibited Claimant and aggrieved employees from clocking in for their shifts until five (5) minutes before their scheduled shifts and thus failed to compensate the time spent under Employers' control that preceded the five (5) minutes before Claimant's and aggrieved employees' scheduled start time. Employers also required Claimant and aggrieved employees to wait in long lines of up to 40 plus aggrieved employees to clock in for their shifts without compensation. Employers further failed to compensate Claimant and aggrieved employees for off-the-clock work such as answering work related questions (e.g., scheduling) on their personal phones outside of their shifts. As such, Employers failed to pay Claimant and other aggrieved employees minimum, regular, and overtime time wages for all hours worked in violation of Labor Code Sections 204, 206, 210, 246, 246.5, 248.5, 510, 558, 1194, 1197, 1197.1, and 1198.

During the PAGA Period, Employers failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to Employers' excessive quotas (e.g., required to clean four [4] pounds of cannabis per day), work demands, understaffing, policies, and practices. Specifically, due to Employers' excessive quotas, Claimant's and aggrieved employees' meal periods were taken after the fifth hour of work. Further, Claimant's and aggrieved employees' meal periods were cut short because they had to return early to walk to the timekeeping machine and wait in long lines for several minutes to clock back in within 30 minutes for their meal periods. In addition, Employers failed to provide second meal periods when aggrieved employees worked in excess of 10 hours in a workday. Employers failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, Employers failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7, 512, and 2100-2112, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, Employers failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Specifically, Employers failed to provide compliant rest breaks to Claimant and aggrieved employees due to its excessive quotas, work demands, understaffing, policies, and practices as mentioned above. As such, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. In addition, Employers failed to provide third rest breaks when aggrieved employees worked in excess of 10 hours in a workday. Employers failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, Employers violated Labor Code Sections 226.7, and 2100-2112, and the applicable IWC Wage Orders.

During the PAGA Period, Employers failed to authorize or permit Claimant and aggrieved employees from taking recovery periods. Specifically, Claimant and aggrieved employees were required to work during hot days, including during summer, without access to shade or recovery periods to cool down and prevent heat illness. Employers also failed to provide Claimant and aggrieved employees with access to suitable seating in violation of Labor Code sections 226.7, 1198, California Code of Regulations title 8, Section 3395(d), the applicable IWC Wage Orders, and/or OSHA.

During the PAGA Period, Employers failed to reimburse Claimant and other aggrieved employees for all business expenses incurred for Employers' benefit. For example, Claimant and aggrieved employees were required to communicate with Employers' management regarding work-related matters (e.g., scheduling) using their personal cell phones without reimbursement. Accordingly, Employers violated Labor Code sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, Employers failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, Employers violated Labor Code Sections 226 and 226.3. Similarly, Employers failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, Employers violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, Employers failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including sick pay, minimum, regular, and overtime wages, reimbursements, and meal and rest period premiums, among other things. Accordingly, Employers violated Labor Code Sections 201-204, 210, 246, 246.5, 248.5, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of himself and all other aggrieved employees who were employed by Employers during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against Employers.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

Daniel J. Hyun