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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

RUBEN AVALOS SILVA, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

SOUTH COUNTY PACKING, INC.,
a California corporation; RAVA
RANCHES, INC., a California
corporation; FRESH FARMS, INC., a
California corporation; FRESH
FOODS, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24CV004583

**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 Ruben Avalos Silva, 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 this case on August 26, 2024, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
13 share of civil penalties sought in this action does not exceed \$75,000.
14

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 filed Statement of Information forms with the California Secretary of State designating a California principal place of business in King City, County of Monterey, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also 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 Ruben Avalos Silva is a resident of King City, in Monterey County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately November 2011 to September 2023. Plaintiff worked for Defendants as a Pest Control employee, assigned to work at Defendants' Bella Vista Ranch location in King City, California. During his employment, Plaintiff typically worked ten (10) or more hours per day and six (6) days per week. At the time his employment ended, Plaintiff was compensated approximately \$18.50 per hour. His job duties included, without limitation, responding to changes in pest activity by adding traps in heavily infested areas; monitoring, cleaning, and maintaining bait in mouse and small animal traps; disposing of animal carcasses found in the farming area; and reporting and documenting traces of animals or pests in the farming area.

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 "Póliza Sobre Contrato de Arbitraje" and "Acuerdo Del Arbitraje Del Empleo" (collectively, "Arbitration Agreement") during the onboarding process or during their employment, which had to be reviewed and acknowledged immediately. Also, employees did

1 not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather,
2 it was provided to Defendants' employees for them to sign on a take-it or leave-it basis at the
3 time they were hired or during their employment. Further, Defendants did not set forth in the
4 Arbitration Agreement or otherwise provide employees with the rules which will govern the
5 arbitration, instead forcing employees to seek this information out on their own.

6 8. SOUTH COUNTY PACKING, INC. was and is, upon information and belief, a
7 California corporation, and at all times hereinafter mentioned, an employer whose employees
8 are engaged throughout this county and the State of California.

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

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

15 11. FRESH FOODS, INC. was and is, upon information and belief, a California
16 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
17 throughout this county and the State of California.

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

22 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
23 were the partners, agents, owners, or managers of SOUTH COUNTY PACKING, INC.; RAVA
24 RANCHES, INC.; FRESH FARMS, INC.; and FRESH FOODS, INC. at all relevant times.

25 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
26 acts and omissions alleged herein was performed by, or is attributable to, SOUTH COUNTY
27 PACKING, INC.; RAVA RANCHES, INC.; FRESH FARMS, INC.; FRESH FOODS, INC.;
28 and/or DOES 1 through 10 (collectively, "Defendants" or "RAVA"), each acting as the agent,

1 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
2 Defendants and was acting within the course and scope of such agency, employment, joint
3 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any
4 and all Defendants were in accordance with, and represent, the official policy of Defendants.

5 15. At all relevant times, Defendants, and each of them, ratified each and every act
6 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
7 and abetted the acts and omissions of each and all the other Defendants in proximately causing
8 the damages herein alleged.

9 16. Plaintiff is informed and believes, and thereon alleges, that each of said
10 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
11 omissions, occurrences, and transactions alleged herein.

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

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

- 26 (a) jointly exercised meaningful control over the work performed by Plaintiff
27 and other non-party Aggrieved Employees;
28 (b) jointly exercised meaningful control over Plaintiff's and other non-party

1 Aggrieved Employees' wages, hours, and working conditions, including
2 the quantity, quality standards, speed, scheduling, and operative details
3 of the tasks performed by Plaintiff and other non-party Aggrieved
4 Employees;

5 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
6 perform work which is an integral part of Defendants' businesses; and

7 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
8 Employees as a matter of economic reality in that Plaintiff and other non-
9 party Aggrieved Employees were dependent on Defendants, who shared
10 the power to set the wages of Plaintiff and other non-party Aggrieved
11 Employees and determined their working conditions, and who jointly
12 reaped the benefits from the underpayment of their wages and
13 noncompliance with other statutory provisions governing their
14 employment.

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

18 20. SOUTH COUNTY PACKING, INC.; RAVA RANCHES, INC.; FRESH FARMS,
19 INC.; FRESH FOODS, INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

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

23 22. Plaintiff further alleges, upon information and belief, that the Defendants
24 SOUTH COUNTY PACKING, INC.; RAVA RANCHES, INC.; FRESH FARMS, INC.; and
25 FRESH FOODS, INC. are alter egos of each other for the following reasons:

26 (a) On the California Secretary of State's website
27 (<https://bizfileonline.sos.ca.gov/>), SOUTH COUNTY PACKING, INC.;
28 RAVA RANCHES, INC.; FRESH FARMS, INC.; and FRESH FOODS,

1 INC. have the same principal address, “700 AIRPORT DRIVE KING
2 CITY, CA 93930” and/or mailing address, “P[.]O[.] BOX 1600 KING
3 CITY, CA 93930”;

4 (b) According to their most recent “Statement of Information” forms filed
5 with the California Secretary of State, SOUTH COUNTY PACKING,
6 INC.; RAVA RANCHES, INC.; FRESH FARMS, INC.; and FRESH
7 FOODS, INC. share the same officers and/or directors, including, but not
8 limited to:

9 (i) Jerry [J.] Rava Sr., who serves as Chief Executive Officer and
10 Director for SOUTH COUNTY PACKING, INC.; Chief
11 Executive Officer and Director for RAVA RANCHES, INC.;
12 FRESH FARMS, INC.; and FRESH FOODS, INC.; and

13 (ii) Jerry [J.] Rava, II, who serves as Chief Financial Officer and
14 Director for SOUTH COUNTY PACKING, INC.; Chief
15 Financial Officer and Director for RAVA RANCHES, INC.;
16 Chief Executive Officer, Chief Financial Officer, and
17 Secretary, and Director for FRESH FARMS, INC.; and Chief
18 Executive Officer, Chief Financial Officer, and Secretary, and
19 Director for FRESH FOODS, INC.; and

20 (c) On the California Secretary of State’s website, SOUTH COUNTY
21 PACKING, INC. and RAVA RANCHES, INC. share the same agent for
22 service of process, Jerry [J.] Rava Sr[.]; and

23 (d) On the California Secretary of State’s website, FRESH FARMS, INC.
24 and FRESH FOODS, INC. share the same agent for service of process,
25 Jerry J[.] Rava[,] II; and

26 (e) On information and belief, SOUTH COUNTY PACKING, INC.; RAVA
27 RANCHES, INC.; FRESH FARMS, INC.; and FRESH FOODS, INC.
28 utilize the same standardized employment forms and issue the same

employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants operate an agricultural company that harvests high quality produce. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in King City, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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

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

26. Defendants continue to employ non-exempt or hourly paid employees in California.

27. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and

advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

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

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

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

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

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

1 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
2 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
3 were not authorized and permitted to take a compliant rest period.

4 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive complete and accurate wage statements in accordance with California law. In violation
7 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
8 provided complete and accurate wage statements.

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

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

19 36. 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
21 timely payment of all wages earned upon termination of employment. In violation of the
22 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
23 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
24 and/or meal and rest period premiums, within permissible time periods.

25 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to one
27 day's rest in seven. In violation of the California Labor Code, Defendants required Plaintiff
28 and other non-party Aggrieved Employees to work more than six consecutive days without a

1 day of rest, where the total hours worked exceeded 30 hours in any week or six hours in any
2 one day thereof.

3 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive reimbursement for all business-related expenses and costs they incurred during the
6 course and scope of their employment and that they did not receive reimbursement of applicable
7 business-related expenses and costs incurred.

8 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff and
10 other non-party Aggrieved Employees with safety devices and safeguards to protect their life,
11 safety, and health in the workplace, but failed to do so.

12 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
14 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
15 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
16 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
17 were properly denied wages, all in order to increase Defendants' profits.

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

24 42. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
25 "any person who was employed by the alleged violator and personally suffered each of the
26 violations alleged each of the violations alleged."

27 43. Plaintiff and other current and former employees of Defendants are "aggrieved
28 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current

1 or former employees and each of the alleged violations were committed against them.

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

5 (a) The aggrieved employee shall give written notice by online filing
6 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
7 the employer of the specific provisions of the California Labor Code
8 alleged to have been violated, including the facts and theories to support
9 the alleged violations.

10 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
11 2699.3(a) and any employer response to that notice shall be accompanied
12 by a filing fee of seventy-five dollars (\$75).

13 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
14 employer and the aggrieved employee by certified mail that it does not
15 intend to investigate the alleged violation within sixty (60) calendar days
16 of the postmark date of the Employee’s Notice. Upon receipt of the
17 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
18 (65) calendar days of the postmark date of the Employee’s Notice, the
19 aggrieved employee may commence a civil action pursuant to California
20 Labor Code section 2699 to recover civil penalties in addition to any other
21 penalties to which the employee may be entitled.

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

25 (a) The aggrieved employee or representative shall give written notice by
26 online filing to the LWDA and by certified mail to the employer of the
27 specific provisions of the California Labor Code alleged to have been
28 violated (other than those listed in Section 2699.5), including the facts

and theories to support the alleged violation.

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

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

46. On August 26, 2024, Plaintiff provided written notice by online filing to the 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-1047625-24. On August 27, 2024, Plaintiff filed an amended written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, supplementing and/or clarifying the facts and theories to support the alleged violations set forth in his original LWDA notice, in accordance with California Labor Code section 2699.3 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

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

48. Thus, Plaintiff has satisfied the administrative prerequisites under California

1 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
2 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552,
3 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

4 49. Labor Code section 558(a) provides “[a]ny employer or other person acting on
5 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the Industrial Welfare Commission
7 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
8 each underpaid employee for each pay period for which the employee was underpaid (2)
9 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
10 each pay period for which the employee was underpaid” Labor Code section 558(c)
11 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
12 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
13 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
14 himself, all other non-party Aggrieved Employees, and the State of California against
15 Defendants for violations of Labor Code sections 510, 512(a), 516, 551, 552, and 1198, and the
16 applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general,
17 does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for
18 violations of Labor Code sections 510, 512(a), 516, 551, 552, and 1198, and the applicable IWC
19 Wage Order.

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

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

26 52. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
27 2699(a), 2699(k), 2699.3(a)-(c), 2699.5, and section 558, Plaintiff, acting in the public interest
28 as a private attorney general, seeks assessment and collection of civil penalties and injunctive

1 relief for himself, all other non-party Aggrieved Employees, and the State of California against
2 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
3 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

4 **FIRST CAUSE OF ACTION**

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

6 **(Against all Defendants)**

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

9 54. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
11 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 551, 552, 1174(d), and
12 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
13 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
14 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 2802, 6401, and 6403.

15 55. Defendants’ conduct, as alleged herein, violates numerous sections of the
16 California Labor Code, including, but not limited to, the following:

- 17 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
18 Wage Order for Defendants’ failure to compensate Plaintiff and other
19 non-party Aggrieved Employees with all required overtime pay, as set
20 forth below;
- 21 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
22 applicable IWC Wage Order for Defendants’ failure to compensate
23 Plaintiff and other non-party Aggrieved Employees with at least
24 minimum wages for all hours worked, as set forth below;
- 25 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
26 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
27 and other non-party Aggrieved Employees with meal periods, as set forth
28 below;

- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (g) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (i) Violation of Labor Code sections 551 and 552 for failure to provide one day's rest in seven to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below;
- (k) Violation of Labor Code sections 6401 and 6403 for failure to provide Plaintiff and other non-party Aggrieved Employees with safety devices and safeguards for the workplace, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

56. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor

1 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
2 shall be the . . . standard conditions of labor for employees. The employment of any employee
3 . . . under conditions of labor prohibited by the order is unlawful.”

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

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

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

18 60. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
21 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
22 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
23 the seventh (7th) day of work.

24 61. During the relevant time period, Defendants willfully failed to pay all overtime
25 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
26 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
27 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
28 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were

1 not recorded.

2 62. First, during the relevant time period, Defendants had, and continue to have, a
3 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
4 party Aggrieved Employees from recording hours worked that were outside of their scheduled
5 shifts. Specifically, Defendants' company-wide policy and/or practice is to require employees
6 to fill out handwritten timesheets each day and to submit them to management for review and
7 approval. When completing these handwritten timesheets, Defendants' management would
8 pressure Plaintiff and other non-party Aggrieved Employees to record only their scheduled shift
9 start and end-times, instead of their actual hours worked.

10 63. Alternatively, on information and belief, Defendants rounded clock-in and clock-
11 out times to the nearest quarter hour to limit the time employees were eligible to be compensated
12 for. Defendants' rounding policy resulted in the failure to compensate Plaintiff and other non-
13 party Aggrieved Employees fully for all hours worked, causing Plaintiff and other non-party
14 Aggrieved Employees to not be paid overtime wages for all of the overtime hours they actually
15 worked. Taken together, Defendants' timekeeping policies are, and continue to be, unfair and
16 have, over time, resulted in the underpayment of wages to Plaintiff and other non-party
17 Aggrieved Employees. To the extent Defendants' rounding policy took away time worked that
18 was eligible for overtime, Plaintiff and other non-party Aggrieved Employees were denied
19 overtime pay for all hours worked.

20 64. In addition to requiring Plaintiff and other non-party Aggrieved Employees to
21 fill out handwritten timesheets each day that were only to include their scheduled shift start and
22 shift end-times, Defendants also required employees to clock in on an electronic timekeeping
23 system for the start and end of their shifts, but upon information and belief, Defendants did not
24 utilize these electronic time records for timekeeping or payroll purposes. Nonetheless,
25 Defendants only provided Plaintiff and other non-party Aggrieved Employees with two (2)
26 timekeeping machines at their Bella Vista Ranch yard for them to clock in for a shift, thus
27 forcing Plaintiff and other non-party Aggrieved Employees to wait in line off-the-clock and
28 under Defendants' control, time for which they were not paid. For instance, Plaintiff and other

1 non-party Aggrieved Employees would arrive early in order to clock in for the start of their
2 shifts, and were required to wait in a line of approximately 60-70 employees for up to 20 minutes
3 to clock in, but they were not permitted to record this time worked on their handwritten
4 timesheets.

5 65. Pursuant to Defendants' timekeeping policies and/or practices, Defendants had,
6 and continue to have, a company-wide policy and/or practice of requiring Plaintiff and other
7 non-party Aggrieved Employees to perform tasks off-the-clock before and after their shifts. For
8 example, about five (5) times per week, Plaintiff was required to continue working after his
9 scheduled shift end-time, completing tasks such as parking Defendants' tractors and unloading
10 equipment, which could take up to 15 minutes, before he could leave for the day. Because
11 Defendants prohibited Plaintiff and other non-party Aggrieved Employees from recording their
12 actual hours worked, Plaintiff and other non-party Aggrieved Employees were not paid for all
13 hours worked.

14 66. Second, Plaintiff and other non-party Aggrieved Employees were required to
15 respond to phone communications from supervisors before and after their shifts and/or on their
16 days off. For instance, Plaintiff was required to answer work-related phone calls and text
17 messages from his supervisor, to discuss the status of assignments. Moreover, Defendants
18 implemented, on a company-wide basis, an employer-imposed requirement that Plaintiff and
19 other non-party Aggrieved Employees undergo mandatory COVID-19 temperature checks
20 and/or health screenings before clocking in for their scheduled shifts. Prior to his shift, Plaintiff
21 was required to spend time undergoing a mandatory temperature check, sanitize his hands, and
22 don a protective breathing mask, before being permitted to clock in for his shift. Thus,
23 Defendants required Plaintiff and other non-party Aggrieved Employees to work off-the-clock
24 and did not compensate them for this time worked.

25 67. Third, Defendants had, and continue to have, a company-wide policy and/or
26 practice of understaffing while assigning heavy workloads. Defendants' policies and/or
27 practices resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees
28 with adequate meal period coverage, and thus, Plaintiff and other non-party Aggrieved

1 Employees were not always afforded uninterrupted 30-minute meal periods during shifts when
2 they were entitled to receive a meal period. Defendants also had a practice of failing to adhere
3 to a schedule for meal periods which, in conjunction with the assignment of heavy workloads,
4 further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their
5 duties for compliant meal periods. For example, Plaintiff often worked straight through his
6 meal periods, due to a lack of coverage. Additionally, Plaintiff would have his meal periods
7 interrupted by supervisors wanting to discuss certain equipment he was to use or work areas to
8 focus on once he returned from his meal period. Thus, Plaintiff and other non-party Aggrieved
9 Employees worked through their meal periods in order to complete their assigned workloads.
10 Defendants did not pay Plaintiff and other non-party Aggrieved Employees for the time they
11 continued to perform tasks during meal periods.

12 68. Fourth, during the relevant time period, on information and belief, Defendants
13 implemented a company-wide policy and/or practice of automatically deducting meal periods
14 from Plaintiff's and other non-party Aggrieved Employees' time records, instead of allowing
15 employees to clock in and out for meal periods. As a result of this policy, Defendants falsified
16 and deducted meal periods from Plaintiff's and other non-party Aggrieved Employees' time
17 records even when meal periods were missed, short, and/or interrupted. Alternatively, on
18 information and belief, because Defendants frowned upon employees accruing meal period
19 premiums, Defendants' management pressured Plaintiff and other non-party Aggrieved
20 Employees to record compliant meal periods on their timesheets regardless of whether they had
21 received a compliant meal period or not, in order to strictly limit meal period premiums that
22 would need to be paid by Defendants. Thus, Defendants did not record all hours worked during
23 meal periods, and Plaintiff and other non-party Aggrieved Employees performed work during
24 meal periods for which they were not paid.

25 69. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
27 their assigned duties off-the-clock before and after their shifts and during meal periods, and
28 were suffered or permitted to perform work for which they were not paid. Because Plaintiff

1 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or
2 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
3 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
4 wages for all of the overtime hours they actually worked.

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

10 **FAILURE TO PAY MINIMUM WAGES**

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

12 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
13 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
14 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
15 IWC Wage Order No. 14-2001 as "the time during which an employee is subject to the control
16 of an employer, and includes all the time the employee is suffered or permitted to work, whether
17 or not required to do so." Cal. Code Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

18 72. First, as set forth above, during the relevant time period, Defendants maintained
19 a company-wide policy and/or practice of pressuring employees to record only their scheduled
20 hours instead of hours actually worked, thereby shorting Plaintiff and other non-party
21 Aggrieved Employees for work performed outside their scheduled shifts. Moreover, due to
22 Defendants' policy of rounding or underreporting Plaintiff's and other non-party Aggrieved
23 Employees' clock-in and clock-out times in their timekeeping system to the nearest quarter
24 hour, Defendants failed to compensate Plaintiff and other non-party Aggrieved Employees fully
25 for all hours worked.

26 73. Pursuant to these timekeeping practices, Plaintiff and other non-party Aggrieved
27 Employees were required to complete assigned tasks before and after their scheduled shifts and
28 on their days off, including, but not limited to, arriving to work early and having to wait in a

1 line of employees to complete clock in procedures, parking tractors and unloading equipment
2 before they being allowed to leave for the day, answering phone calls and text messages from
3 supervisors, and undergoing mandatory COVID-19 temperature checks and/or health
4 screenings, without being compensated for the time they worked.

5 74. Second, due to Defendants' policies and/or practices of understaffing their
6 jobsites while assigning heavy workloads and failing to adhere to a schedule for meal periods,
7 Plaintiff and other non-party Aggrieved Employees were prevented from taking all
8 uninterrupted meal periods to which they were entitled and were required to work off-the-clock
9 during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of
10 all duties during unpaid meal periods.

11 75. Third, as stated above, on information and belief, during the relevant time period,
12 Defendants implemented a company-wide policy and/or practice of automatically deducting
13 meal periods from Plaintiff's and other non-party Aggrieved Employees' time records, even
14 when meal periods were missed, short, and/or interrupted. Alternatively, as stated, because
15 Defendants frowned upon employees accruing meal period premiums, Defendants'
16 management pressured employees to record compliant meal periods on their timesheets
17 regardless of whether they had received a compliant meal period or not. Thus, Defendants did
18 not record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
19 Employees performed work during meal periods for which they were not paid.

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

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

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

78. 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.

79. 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).

80. 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.

81. 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.

82. Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

83. First, during the relevant time period, as stated, Defendants had, and continue to

1 have, a company-wide policy and/or practice of understaffing while assigning heavy workloads,
2 which has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
3 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
4 entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing to
5 adhere to a schedule for meal periods, which further caused Plaintiff and other non-party
6 Aggrieved Employees to not be relieved of their duties for compliant meal periods.

7 84. Defendants' practices and policies prevented Plaintiff and other non-party
8 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
9 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
10 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
11 time before taking meal periods. For example, as stated, Plaintiff would often work straight
12 through his meal periods and had his meal periods interrupted by supervisors to discuss certain
13 equipment he was to use for completing tasks and work areas to target after he returned from
14 his meal period. Additionally, Plaintiff sometimes took his meal periods late, after the fifth
15 hour of work, due to the lack of coverage and Defendants' failure to adhere to a schedule for
16 meal periods.

17 85. Second, as also stated, on information and belief, Defendants implemented a
18 company-wide policy and/or practice of automatically deducting meal periods from Plaintiff's
19 and other non-party Aggrieved Employees' time records, instead of allowing employees to
20 clock in and out for meal periods. As a result of this policy, Defendants deducted 30 minutes
21 from Plaintiff's and other non-party Aggrieved Employees' time records even when meal
22 periods were missed, short, interrupted, and/or late. Alternatively, as stated, because
23 Defendants frowned upon employees accruing meal period premiums, Defendants' managers
24 pressured employees to record compliant meal periods on their timesheets regardless of whether
25 they had received a compliant meal period or not. For example, Plaintiff's supervisors told him
26 to always record his scheduled meal period time on his timesheets, even when he could not take
27 them at that time. Also, to the extent that Defendants' rounding policy reported that Plaintiff
28 and other non-party Aggrieved Employees were provided with timely, full 30-minute meal

1 periods when, in fact, the meal periods were taken after the fifth hour of work or were less than
2 30 minutes, Plaintiff and other non-party Aggrieved Employees did not receive meal period
3 premiums for these improperly rounded meal periods. Thus, Defendants systematically failed
4 to correctly record meal periods. Plaintiff and other non-party Aggrieved Employees did not
5 sign valid meal period waivers on days that they were entitled to meal periods and were not
6 relieved of all duties.

7 86. At all times herein mentioned, Defendants knew or should have known that, as a
8 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
9 being relieved of all duties and required to perform some of their assigned duties during meal
10 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
11 and other non-party Aggrieved Employees meal period premiums when meal periods were late,
12 interrupted, shortened, or missed. To the extent Defendants required Plaintiff and other non-
13 party Aggrieved Employees to sign written “on-duty” meal period agreements, such agreements
14 are invalid as the nature of the work performed by Plaintiff and other non-party Aggrieved
15 Employees and do not necessitate an “on-duty” meal period under California law.

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

20 88. Defendants’ conduct violates the applicable IWC Wage Order, and California
21 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
22 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
23 and/or 2699(a), (f), and (k).

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

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

26 89. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and other
28 non-party Aggrieved Employees’ employment by Defendants.

1 90. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 91. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest periods
10 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
11 must “relinquish any control over how employees spend their break time, and relieve their
12 employees of all duties—including the obligation that an employee remain on call. A rest
13 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
14 257, 273 (2016).

15 92. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
17 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
18 required rest period was not authorized and permitted.

19 93. During the relevant time period, Defendants regularly failed to authorize and
20 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
21 per each four (4) hour period worked or major fraction thereof. As with meal periods,
22 Defendants’ company-wide practices, including understaffing and assigning heavy workloads,
23 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duties
24 to take rest periods. Additionally, Defendants failed to adhere to a schedule for rest periods,
25 which, coupled with Defendants’ failure to provide adequate rest period coverage, further led
26 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
27 take rest periods.

28 94. Moreover, upon information and belief, Defendants maintained a company-wide

1 on-premises rest period policy, which effectively required that Plaintiff and/or other non-party
2 Aggrieved Employees remain on the premises during their rest periods. Because Plaintiff and/or
3 other non-party Aggrieved Employees were restricted from leaving the jobsites during rest
4 periods, they were denied the ability to use their rest periods freely for their own purposes, such
5 as running personal errands. Thus, Defendants effectively maintained control over Plaintiff
6 and/or other non-party Aggrieved Employees during rest periods.

7 95. As a result of Defendants' practices and policies, Plaintiff and other non-party
8 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
9 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
10 entitled. For example, Plaintiff had to forgo all his rest periods because of the heavy workload,
11 lack of coverage, and Defendants' failure to schedule rest periods for employees.

12 96. Defendants have also engaged in a company-wide practice and/or policy of not
13 paying all rest period premiums owed when compliant rest periods are not authorized and
14 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
15 Employees have not received premium pay for all missed rest periods.

16 97. Defendants' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
18 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
19 2699(a), (f), and (k).

20 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
21 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

27 99. During the relevant time period, Defendants have knowingly and intentionally
28 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and

1 inaccurate wage statements. For example, Defendants issued uniform wage statements to
2 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
3 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
4 the pay period, including rates of pay for overtime wages, and the corresponding number of
5 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
6 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

25 102. California Labor Code section 1174(d) provides that “[e]very person employing
26 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
27 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
2 applicable piece rate paid to, employees employed at the respective plants or
3 establishments” Labor Code section 1174.5 provides that employers are subject to a \$500
4 civil penalty if they fail to maintain accurate and complete records as required by section
5 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
6 willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved
7 Employees showing the daily hours they worked and the wages paid thereto as a result of failing
8 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and other
9 non-party Aggrieved Employees’ total hours worked.

10 103. California Labor Code section 1198 provides that the maximum hours of work
11 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
12 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
13 of any employees for longer hours than those fixed by the order or under conditions of labor
14 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
15 are required to keep accurate time records showing when the employee begins and ends each
16 work period and meal period. During the relevant time period, Defendants engaged in company-
17 wide practices and/or policies of failing to record actual hours worked (including falsifying time
18 records by recording that compliant meal periods were taken regardless if or when meal periods
19 were actually taken), and thereby failed, on a company-wide basis, to keep accurate records of
20 work period and meal period start and end times for Plaintiff and other non-party Aggrieved
21 Employees, in violation of section 1198.

22 104. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
23 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
24 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

25 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

26 **VIOLATION OF LABOR CODE SECTION 204**

27 105. At all relevant times herein set forth, California Labor Code section 204 requires
28 that all wages earned by any person in any employment between the 1st and the 15th days,

1 inclusive, of any calendar month, other than those wages due upon termination of an employee,
2 are due and payable between the 16th and the 26th day of the month during which the labor was
3 performed. Labor Code section 204 further provides that all wages earned by any person in any
4 employment between the 16th and the last day, inclusive, of any calendar month, other than
5 those wages due upon termination of an employee, are due and payable between the 1st and the
6 10th day of the following month.

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

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

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

20 **FAILURE TO PAY WAGES UPON TERMINATION**

21 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

22 109. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
23 that if an employer discharges an employee, the wages earned and unpaid at the time of
24 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
25 her employment, his or her wages shall become due and payable not later than seventy-two (72)
26 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
27 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

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

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

**FAILURE TO PROVIDE ON DAY'S REST IN SEVEN
VIOLATION OF LABOR CODE SECTIONS 551 AND 552**

112. At all times relevant herein, California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. Additionally, California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest.

113. At all relevant times herein, California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

114. During the relevant period, Defendants scheduled Plaintiff and other non-party Aggrieved Employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Plaintiff and other non-party Aggrieved Employees worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Plaintiff and other non-party Aggrieved Employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

115. Thus, during the relevant time period, and in violation of California Labor Code

1 sections 551 and 552, Defendants caused Plaintiff and other non-party Aggrieved Employees to
2 work more than six days in seven. Plaintiff and other non-party Aggrieved Employees are
3 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a),
4 (f), and (k).

5 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

6 **VIOLATION OF LABOR CODE SECTION 2802**

7 116. At all times herein set forth, California Labor Code section 2802 provides that
8 an employer must reimburse employees for all necessary expenditures and losses incurred by
9 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
10 to prevent employers from passing off their cost of doing business and operating expenses on
11 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
12 (2014). The applicable wage order, IWC Wage Order No. 14-2001 provides that: “[w]hen tools
13 or equipment are required by the employer or are necessary to the performance of a job, such
14 tools and equipment shall be provided and maintained by the employer, except that an employee
15 whose wages are at least two (2) times the minimum wage provided herein may be required to
16 provide and maintain hand tools and equipment customarily required by the trade or craft.”

17 117. First, during the relevant time period, Plaintiff and other non-party Aggrieved
18 Employees were required to use their personal mobile devices, including, but not limited to,
19 cellular phones, and/or mobile data to carry out their job duties, but Defendants failed to
20 reimburse them for the costs of their work-related mobile device expenses. For example,
21 Plaintiff was required to use his personal cellular phone to respond to calls from his manager to
22 discuss work-related matters, such as instructions on job duties. Although Defendants required
23 Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile devices
24 and/or mobile data to carry out their work-related responsibilities, Defendants failed to
25 reimburse them for these costs.

26 118. Second, during the relevant time period, Defendants required Plaintiff and other
27 non-party Aggrieved Employees to purchase supplies and equipment necessary for the
28 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For

1 example, Plaintiff spent approximately \$250 on tools he used for making repairs to Defendants’
2 tractors, including but not limited to, a set of sockets, wrenches, and lug nuts, because
3 Defendants failed to provide him with the necessary supplies which were required for him to
4 complete his assigned duties. Additionally, Defendants sometimes failed to provide Plaintiff
5 and other non-party Aggrieved Employees with protective eyewear and protective gloves,
6 which they had to wear while completing their assigned pest control duties. Because Defendants
7 did not always provide their employees with protective eyewear and protective gloves, about
8 once per month, Plaintiff was forced to split the costs of a boxes of protective eyewear and
9 protective gloves with coworkers, but was not reimbursed for these expenses.

10 119. Defendants could have provided Plaintiff and other non-party Aggrieved
11 Employees with the actual equipment for use on the job, such as company mobile devices and
12 supplies and equipment; or, Defendants could have reimbursed employees for the costs of their
13 mobile device usage and supply and equipment expenses. Instead, Defendants passed these
14 operating costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant times,
15 Plaintiff did not earn at least two (2) times the minimum wage.

16 120. Defendants’ company-wide policy and/or practice of not reimbursing employees
17 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
18 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other
19 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
20 Labor Code sections 2699(a), (f), and (k).

21 **FAILURE TO PROVIDE SAFETY DEVICES AND SAFEGUARDS**

22 **VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403**

23 121. At all relevant times herein, California Labor Code section 6401 provides that
24 employers must furnish and use safety devices and safeguards, and adopt and use practices,
25 means, methods, operations, and processes which are reasonably adequate to render the
26 employment and place of employment safe and healthy. California Labor Code Section 6401
27 further provides that an employer must do everything reasonably necessary to protect the life,
28 safety and health of its employees.

122. During the relevant period, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with personal protective equipment to keep them safe in the workplace. For example, Defendants sometimes failed to provide Plaintiff and other non-party Aggrieved Employees with protective eyewear and protective gloves, which they had to wear while completing their assigned pest control duties. Because Defendants did not always provide their employees with protective eyewear and protective gloves, about once per month, Plaintiff and other non-party Aggrieved Employees were forced to purchase and split the costs of boxes of protective eyewear and protective gloves. Thus, Defendants failed to provide such reasonably necessary equipment to Plaintiff and other non-party Aggrieved Employees to keep them safe.

123. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage

statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 551 and 552 (by failing to provide one day's rest in seven); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to provide safety devices and safeguards);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403;

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

7. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 31, 2024

Respectfully submitted,

Capstone Law APC

By: 

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Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso

Attorneys for Plaintiff Ruben Avalos Silva

EXHIBIT “1”



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August 26, 2024

VIA ONLINE SUBMISSION

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

Subject: *Ruben Avalos Silva v. South County Packing, Inc., et al.*

Dear PAGA Administrator:

This office represents Ruben Avalos Silva in connection with his claims under the California Labor Code. Mr. Avalos Silva was an employee of SOUTH COUNTY PACKING, INC.; RAVA RANCHES, INC.; FRESH FARMS, INC.; and/or FRESH FOODS, INC. For the purpose of this letter, Mr. Avalos Silva collectively refers to these entities as "RAVA."

The employers may be contacted directly at the addresses below:

SOUTH COUNTY PACKING, INC.
700 AIRPORT DR
KING CITY, CA 93930

SOUTH COUNTY PACKING, INC.
PO BOX 1600
KING CITY, CA 93930

RAVA RANCHES, INC.
700 AIRPORT DR
KING CITY, CA 93930

RAVA RANCHES, INC.
PO BOX 1600
KING CITY, CA 93930

FRESH FARMS, INC.
700 AIRPORT DR
KING CITY, CA 93930

FRESH FOODS, INC.
700 AIRPORT DR
KING CITY, CA 93930

FRESH FOODS, INC.
P.O. BOX 1600
KING CITY, CA 93930

Mr. Avalos Silva intends to seek civil penalties, attorneys' 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. Avalos Silva seeks relief on behalf of himself, the State of California, and other persons who are or were employed by RAVA 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.

RAVA employed Mr. Avalos Silva as an hourly paid, non-exempt employee from approximately January 2009 to September 2023. Mr. Avalos Silva worked for RAVA as a Pest Control employee, assigned to work at RAVA's Bella Vista Ranch location in King City, California. During his employment, Mr. Avalos Silva typically worked ten (10) or more hours per day and six (6) days per week. By the end of his employment, Mr. Avalos Silva was compensated approximately \$18.50 per hour. His job duties included, without limitation, responding to changes in pest activity by adding traps in heavily infested areas; monitoring, cleaning, and maintaining bait in mouse and small animal traps; disposing of animal corpses found in the farming area; and reporting and documenting traces of animals or pests in the farming area.

RAVA committed each of the following Labor Code violations against Mr. Avalos Silva, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

RAVA's Company-Wide and Uniform Payroll and HR Practices

SOUTH COUNTY PACKING, INC.; RAVA RANCHES, INC.; FRESH FARMS, INC.; and/or FRESH FOODS, INC. are California corporations. Together, they operate an agricultural company that harvests high quality produce. Upon information and belief, RAVA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in King City, California, for all non-exempt, hourly paid employees working for RAVA in California, including Mr. Avalos Silva and other aggrieved employees. At all relevant times, RAVA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Avalos Silva and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Mr. Avalos Silva's experience and counsel's review of those records currently available relating to Mr. Avalos Silva'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. Avalos Silva 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.

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.

RAVA willfully failed to pay all overtime wages owed to Mr. Avalos Silva and other aggrieved employees. During the relevant time period, Mr. Avalos Silva 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, RAVA had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Avalos Silva and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. Specifically, RAVA's company-wide policy and/or practice is to require employees to fill out handwritten timesheets each day and to submit them to management for review and approval. When completing these handwritten timesheets, RAVA's management would pressure Mr. Avalos Silva and other aggrieved employees to record only their scheduled shift start and end-times, instead of their actual hours worked.

Alternatively, on information and belief, RAVA rounded clock-in and clock-out times to the nearest quarter hour to limit the time employees were eligible to be compensated for. RAVA's rounding policy resulted in the failure to compensate Mr. Avalos Silva and other aggrieved employees fully for all hours worked, causing Mr. Avalos Silva and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Taken together, RAVA's timekeeping policies are, and continue to be, unfair and have, over time, resulted in the underpayment of wages to Mr. Avalos Silva and other aggrieved employees. To the extent RAVA's rounding policy took away time worked that was eligible for overtime, Mr. Avalos Silva and other aggrieved employees were denied overtime pay for all hours worked.

In addition to requiring Mr. Avalos Silva and other aggrieved employees to fill out handwritten timesheets each day that were only to include their scheduled shift start and shift end-times, RAVA also required employees to clock in on an electronic timekeeping system for the start and end of their shifts, but upon information and belief, RAVA did not utilize these electronic time records for timekeeping or payroll purposes. Nonetheless, RAVA only provided Mr. Avalos Silva and other aggrieved employees with two (2) timekeeping machines at its Bella Vista Ranch yard for them to clock in for a shift, thus forcing Mr. Avalos Silva and other aggrieved employees to wait in line off-the-clock and under RAVA's control, time for which they were not paid. For instance, Mr. Avalos Silva and other aggrieved employees would arrive early in order to clock in for the start of their shifts, and were required to wait in a line of approximately 60-70 employees for up to 20 minutes to clock in, but they were not permitted to record this time worked on their handwritten timesheets.

Pursuant to RAVA's timekeeping policies and/or practices, RAVA had, and continues to have, a company-wide policy and/or practice of requiring Mr. Avalos Silva and other aggrieved employees to perform tasks off-the-clock before and after their shifts. For example, about five (5) times per week, Mr. Avalos Silva was required to continue working after his scheduled shift end-time, completing tasks such as parking RAVA's tractors and unloading equipment, which could take up to 15 minutes, before he could leave for the day. Because RAVA prohibited Mr. Avalos Silva and other aggrieved employees from recording their actual hours worked, Mr. Avalos Silva and other aggrieved employees were not paid for all hours worked.

Additionally, Mr. Avalos Silva and other aggrieved employees were required to respond to phone communications from supervisors before and after their shifts and/or on their days off. For instance, Mr. Avalos Silva was required to answer work-related phone calls and text messages from his supervisor, to

discuss the statuses of assignments. Moreover, RAVA implemented, on a company-wide basis, an employer-imposed requirement that Mr. Avalos Silva and other aggrieved employees undergo mandatory COVID-19 temperature checks and/or health screenings before clocking in for their scheduled shifts. Prior to his shift, Mr. Avalos Silva was required to spend time undergoing a mandatory temperature check, sanitize his hands, and place on a protective breathing mask, before being permitted to clock in for his shift. Thus, RAVA required Mr. Avalos Silva and other aggrieved employees to work off-the-clock and did not compensate them for this time worked.

Second, RAVA had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads. RAVA's policies and/or practices resulted in a failure to provide Mr. Avalos Silva and other aggrieved employees with adequate meal period coverage, and thus, Mr. Avalos Silva and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. RAVA also had a practice of failing to adhere to a schedule for meal periods which, in conjunction with the assignment of heavy workloads, further caused Mr. Avalos Silva and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Avalos Silva often worked straight through his meal periods, due to a lack of coverage. Additionally, Mr. Avalos Silva would have his meal periods interrupted by supervisors wanting to discuss certain equipment he was to use or work areas to focus on once he returned from his meal period. Thus, Mr. Avalos Silva and other aggrieved employees worked through their meal periods in order to complete their assigned workloads. RAVA did not pay Mr. Avalos Silva and other aggrieved employees for the time they continued to perform tasks during meal periods.

Third, during the relevant time period, on information and belief, RAVA implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Avalos Silva's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, RAVA falsified and deducted meal periods from Mr. Avalos Silva's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Alternatively, on information and belief, because RAVA frowned upon employees accruing meal period penalties, RAVA's management pressured Mr. Avalos Silva and other aggrieved employees to record compliant 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 RAVA. Thus, RAVA did not record all hours worked during meal periods, and Mr. Avalos Silva and other aggrieved employees performed work during meal periods for which they were not paid.

RAVA knew or should have known that as a result of these company-wide practices and/or policies, Mr. Avalos Silva 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. Avalos Silva 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. Avalos Silva and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

RAVA's failure to pay Mr. Avalos Silva 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. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. 14-2001 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, § 11140(2)(G) (defining “Hours Worked”).

First, as set forth above, during the relevant time period, RAVA maintained a company-wide policy and/or practice of pressuring employees to record only their scheduled hours instead of hours actually worked, thereby shorting Mr. Avalos Silva and other aggrieved employees for work performed outside their scheduled shifts. Moreover, due to RAVA’s policy of rounding or underreporting Mr. Avalos Silva’s and other aggrieved employees’ clock-in and clock-out times in its timekeeping system to the nearest quarter hour, RAVA failed to compensate Mr. Avalos Silva and other aggrieved employees fully for all hours worked.

Pursuant to these timekeeping practices, Mr. Avalos Silva and other aggrieved employees were required to complete assigned tasks before and after their scheduled shifts and on their days off, including, but not limited to, arriving to work early and having to wait in a line of employees to complete clock in procedures, parking tractors and unloading equipment before they being allowed to leave for the day, answering phone calls and text messages from supervisors, and undergoing mandatory COVID-19 temperature checks and/or health screenings, without being compensated for the time they worked.

Second, due to RAVA’s policies and/or practices of understaffing its jobsites while assigning heavy workloads and failing to adhere to a schedule for meal periods, Mr. Avalos Silva 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.

Third, as stated above, on information and belief, during the relevant time period, RAVA implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Avalos Silva’s and other aggrieved employees’ time records, even when meal periods were missed, short, and/or interrupted. Alternatively, as stated, because RAVA frowned upon employees accruing meal period penalties, RAVA’s management pressured employees to record compliant meal periods on their timesheets regardless of whether they had received a compliant meal period or not. Thus, RAVA did not record all hours worked during meal periods, and Mr. Avalos Silva and other aggrieved employees performed work during meal periods for which they were not paid.

Thus, RAVA did not pay at least minimum wages for all hours worked by Mr. Avalos Silva and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, RAVA 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, RAVA regularly failed to pay at least minimum wages to Mr. Avalos Silva 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. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring

RAVA into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

During the relevant time period, as stated, RAVA had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Mr. Avalos Silva and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, RAVA had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Mr. Avalos Silva and other aggrieved employees to not be relieved of their duties for compliant meal periods.

RAVA's practices and policies prevented Mr. Avalos Silva and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Avalos Silva 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, as stated, Mr. Avalos Silva would often work straight through his meal periods and had his meal periods interrupted by supervisors to discuss certain equipment he was to use for completing tasks and work areas to target after he returned from his meal period. Additionally, Mr. Poor sometimes took his meal periods late, after the fifth hour of work, due to the lack of coverage and failure to adhere to a schedule for meal periods.

As also stated, on information and belief, RAVA implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Avalos Silva's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, RAVA deducted 30 minutes from Mr. Avalos Silva's and other aggrieved employees' time records even when meal periods were missed, short, interrupted, and/or late. Alternatively, as stated, because RAVA frowned upon employees accruing meal period penalties, RAVA's managers pressured employees to

record compliant meal periods on their timesheets regardless of whether they had received a compliant meal period or not. For example, Mr. Avalos Silva's supervisors told him to always record his scheduled meal period time on his timesheets, even when he could not take them at that time. Also, to the extent that RAVA's rounding policy reported that Mr. Avalos Silva and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Avalos Silva and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods. Thus, RAVA systematically failed to correctly record meal periods. Mr. Avalos Silva 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.

RAVA knew or should have known that as a result of its company-wide policies and/or practices, Mr. Avalos Silva and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. RAVA further knew or should have known that it did not pay Mr. Avalos Silva and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. To the extent RAVA required Mr. Avalos Silva and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Mr. Avalos Silva and other aggrieved employees and do not necessitate an "on-duty" meal period under California law.

Moreover, RAVA 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. Avalos Silva and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, RAVA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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, RAVA regularly failed to authorize and permit Mr. Avalos Silva 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, RAVA's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Avalos Silva and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, RAVA failed to adhere to a schedule for rest periods, which, coupled with RAVA's failure to provide adequate rest period coverage, further led to Mr. Avalos Silva and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, RAVA maintained a company-wide on-premises rest period policy, which effectively required that Mr. Avalos Silva and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Avalos Silva and/or 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, RAVA effectively maintained control over Mr. Avalos Silva and/or other aggrieved employees during rest periods.

As a result of RAVA's practices and policies, Mr. Avalos Silva 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, about three (3) times per week, Mr. Avalos Silva had to miss his rest periods, because of the lack of rest period coverage and RAVA's failure to adhere to a schedule for rest periods for employees. When Mr. Avalos Silva was able to take rest periods, they would sometimes be interrupted by supervisors to discuss work-related issues.

RAVA 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. Avalos Silva and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, RAVA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. RAVA has not provided Mr. Avalos Silva 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, RAVA has knowingly and intentionally provided Mr. Avalos Silva and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RAVA issued uniform wage statements to Mr. Avalos Silva 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, and the corresponding number of hours worked at each hourly rate. Specifically, RAVA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because RAVA did not record the time Mr. Avalos Silva and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, 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), RAVA did not list the correct amount of gross wages and net wages earned by Mr. Avalos Silva and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RAVA failed to accurately list the total number of hours worked by Mr. Avalos Silva 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).

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), RAVA willfully failed to maintain accurate payroll records for Mr. Avalos Silva 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 and improperly rounding Mr. Avalos Silva’s and other aggrieved employees’ total hours 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, RAVA 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. Avalos Silva and other aggrieved employees, in violation of section 1198.

Because RAVA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Avalos Silva 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. Avalos Silva 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. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – 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.

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

Mr. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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

Mr. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day’s Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day’s rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant period, RAVA scheduled Mr. Avalos Silva and other aggrieved employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Mr. Avalos Silva and other aggrieved employees worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Mr. Avalos Silva and other aggrieved employees may have signed purported waivers of their right to a day’s rest in seven, such waivers are invalid.

Thus, RAVA caused Mr. Avalos Silva and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Mr. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with Labor Code sections 551 and 552, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 14-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, Mr. Avalos Silva and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but RAVA failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Avalos Silva was required to use his personal cellular phone to respond to calls from his manager to discuss work-related matters, such as instructions on job duties. Although RAVA required Mr. Avalos Silva and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, RAVA failed to reimburse them for these costs.

Second, during the relevant time period, RAVA required Mr. Avalos Silva and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Avalos Silva spent approximately \$250 on tools he used for making repairs to RAVA’s tractors, including but not limited to, a set of sockets, wrenches, and lug nuts, because RAVA failed to provide him with the necessary supplies which were required for him to complete his assigned duties. Additionally, RAVA sometimes failed to provide Mr. Avalos Silva and other aggrieved employees with protective eyewear and protective gloves, which they had to wear while completing their assigned pest control duties. Because RAVA did not always provide its employees with protective eyewear and protective gloves, about once per month, Mr. Avalos Silva was

forced to split the costs of a boxes of protective eyewear and protective gloves, but was not reimbursed for these expenses.

RAVA could have provided Mr. Avalos Silva and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and supplies and equipment; or, RAVA could have reimbursed employees for the costs of their mobile device usage, and supply and equipment expenses. Instead, RAVA passed these operating costs off onto Mr. Avalos Silva and other aggrieved employees. At all relevant times, Mr. Avalos Silva did not earn at least two (2) times the minimum wage.

Thus, RAVA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Avalos Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

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.

RAVA failed to provide Mr. Avalos Silva and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, RAVA failed to provide Mr. Avalos Silva and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that RAVA provided to Mr. Avalos Silva is blank where the aforementioned wage information should be filled in. RAVA's failure to provide Mr. Avalos Silva and other aggrieved employees with written notice of basic information regarding their employment with RAVA is in violation of Labor Code section 2810.5.

Mr. Avalos Silva and other aggrieved employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAVA into compliance with Labor Code section 2810.5, pursuant to Labor Code section 2699(a), (f), and (k).

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.” RAVA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Avalos Silva’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Avalos Silva 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 1194, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Avalos Silva, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against RAVA for violations of California Labor Code sections 201, 202, 204, 226(a), , 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Avalos Silva 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. Avalos Silva’s reasonable attempt to settle his dispute with RAVA prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform RAVA of Mr. Avalos Silva’s aforementioned grievances and the proposed remedies as detailed below, while affording RAVA a reasonable opportunity to satisfy Mr. Avalos Silva’s demands.

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

1. RAVA shall pay Mr. Avalos Silva and all other aggrieved employees employed by RAVA at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. RAVA 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.
3. RAVA shall conduct a survey or interview all current and former aggrieved employees in California who worked for RAVA 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, and the number of employees who were required to pay for mobile device expenses and supply and equipment expenses, with the investigation to be completed within 60 days.
4. RAVA shall pay Mr. Avalos Silva 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. RAVA also shall pay Mr. Avalos Silva 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. RAVA shall pay accrued legal interest to Mr. Avalos Silva and all aggrieved employees at the rate of 10% per annum for said unpaid wages.

6. RAVA shall provide Mr. Avalos Silva and all aggrieved employees employed by RAVA 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).
7. RAVA 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.
8. RAVA shall provide all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
9. RAVA shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for RAVA's benefit, including, but not limited to, costs of mobile device usage, supply and equipment expenses, or other expenditures, as required by Labor Code section 2802.
10. RAVA 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).
11. RAVA 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, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 14-2001, section 18.

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 three dots.

Alexander Lima

Copy: SOUTH COUNTY PACKING, INC. (via U.S. Certified Mail); RAVA RANCHES, INC. (via U.S. Certified Mail); FRESH FARMS, INC. (via U.S. Certified Mail); and/or FRESH FOODS, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
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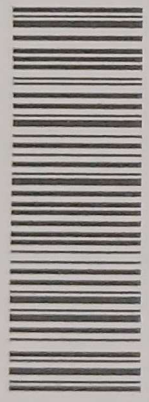
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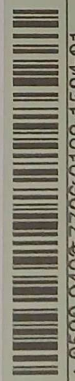
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2. 7022 2410 0000 2406 2440
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RAVA RANCHES, INC.
700 AIRPORT DR
KING CITY, CA 93930



2. A 0500 0040 0000 2406 2457

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2. Adult Signature Restricted Delivery

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(over \$500)

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A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



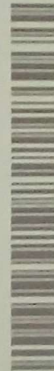
7022 2410 0000 2406 2471

FRESH FARMS, INC.
700 AIRPORT DR
KING CITY, CA 93930

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.
- Attach this card to the back of the mailpiece.

FRESH FARMS, INC.
700 AIRPORT DR
KING CITY, CA 93930



2. A-05500-9440747500-211820-4594677

7022 2410 0000 2406 2471

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) 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
 - ☐ Insured Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7022 2410 0000 2406 2488

FRESH FOODS, INC.
700 AIRPORT DR
KING CITY, CA 93930

FRESH FOODS, INC.
700 AIRPORT DR
KING CITY, CA 93930

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.
- Attach this card to the back of the mailpiece.

0500-040 TransAcron 29vlt5.049B4

2. A-65901-6440 Prater 08/21/22 vt 504eB4

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

COMPLETE THIS SECTION ON DELIVERY

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

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

Service Type	
Adult Signature	☐ Priority Mail Express®
Adult Signature Restricted Delivery	☐ Registered Mail™
Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
✓ Certified Mail®	☐ Signature Confirmation™
Certified Mail Restricted Delivery	☐ Signature Confirmation
Collect on Delivery	☐ Restricted Delivery
Collect on Delivery Restricted Delivery	

☐ Insured mail
☐ Mail Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee _____
Extra Services & Fees (check box, and fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ _____ \$ _____
Postmark _____
AVALES SILVA
V.S. LOONEY

FRESH FOODS, INC.
700 AIRPORT DR
KING CITY, CA 93930

PS Form 3800 April 2015 PSN 7530-02-000-9047

See Reverse for Index

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL®



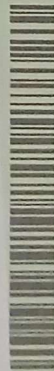
7022 2410 0000 2406 2495

FRESH FOODS, INC.
P.O. BOX 1600
KING CITY, CA 93930

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.
- Attach this card to the back of the mailpiece.

FRESH FOODS, INC.
P.O. BOX 1600
KING CITY, CA 93930



2. A-0590-0400-06701 20200508

7022 2410 0000 2406 2495

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
☒	☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

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

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee	PAID \$5.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	0
☐ Return Receipt (electronic)	0
Postmark	

FRESH FOODS, INC.
P.O. BOX 1600
KING CITY, CA 93930

PS Form 3800, April 2015 PSN 7530-02-000-9053

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.
■ Attach this card to the back of the mailpiece,

RAVA RANCHES, INC.
PO BOX 1600
KING CITY, CA 93930

2. Article Number Translated from Service Label 1
0590 9402 7706 2122 1505 01 4
7022 2410 0000 2406 2464

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name)
Christina Pina

C. Date of Delivery
08/30/24

D. 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
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

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.
■ Attach this card to the back of the mailpiece,

FRESH FARMS, INC.
700 AIRPORT DR
KING CITY, CA 93930

2. Article Number Translated from Service Label 1
0590 9402 7706 2122 1505 01 7
7022 2410 0000 2406 2471

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)
[Signature]

C. Date of Delivery
8/30/24

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
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

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.
■ Attach this card to the back of the mailpiece,

SOUTH COUNTY PACKING, INC.
700 AIRPORT DR
KING CITY, CA 93930

2. Article Number Translated from Service Label 1
0590 9402 7706 2122 1505 01 1
7022 2410 0000 2406 2433

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)
[Signature]

C. Date of Delivery
8/30/24

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
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

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.
■ Attach this card to the back of the mailpiece,

SOUTH COUNTY PACKING, INC.
PO BOX 1600
KING CITY, CA 93930

2. Article Number Translated from Service Label 1
0590 9402 7706 2122 1505 01 1
7022 2410 0000 2406 2440

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name)
Christina Pina

C. Date of Delivery
08-30-24

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
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

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.
■ Attach this card to the back of the mailpiece,

FRESH FOODS, INC.
700 AIRPORT DR
KING CITY, CA 93930

2. Article Number Translated from Service Label 1
0590 9402 7706 2122 1505 01 4
7022 2410 0000 2406 2488

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
[Signature]

C. Date of Delivery
8/29/24

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
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

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.
■ Attach this card to the back of the mailpiece,

FRESH FOODS, INC.
P.O. BOX 1600
KING CITY, CA 93930

2. Article Number Translated from Service Label 1
0590 9402 7706 2122 1505 01 8
7022 2410 0000 2406 2495

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name)
Christina Pina

C. Date of Delivery
08-30-24

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
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Restricted Delivery (over \$500)

Domestic Return Receipt