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VIA U.S. CERTIFIED MAIL

September 19, 2024

Boca Del Rio Agriculture LLC (dba BDR Agriculture LLC)
117 E Las Tunas Drive
San Gabriel, CA 91776

Boca Del Rio Agriculture LLC (dba BDR Agriculture LLC)
19324 De Marco Road
Riverside, CA 92508

Boca Del Rio Holdings, LLC
Attn: Dustin Moore
1968 S. Coast Highway, Suite 885
Laguna Beach, CA 92651

Labor and Workforce Development Agency
(via online submission)

RE: California Labor Code Section 2699 (Private Attorneys General Act) and 2810.3 Notice (Client Employer Liability) by Aggrieved Employee

Dear PAGA Administrator:

Our office represents Yadira Duran, Tomasa Mendez Galdamez, Flor Navarro and Leonel Aguirre (“Aggrieved Plaintiffs”). This constitutes statutory notice pursuant to Labor Code section 2699.3(a)(1) for purposes of bringing a claim under the Private Attorneys General Act (“PAGA”), Cal. Labor Code section 2699, et seq. Please consider this a request for the California Labor & Workforce Development Agency (“LWDA” or “Agency”) to take action against Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC (“Defendants”), and their agents, managers, supervisors, and/or owners for violations of the California Labor Code described below. On

information and belief, the Defendant had complete authority to implement and carry out the illegal wage and hour policies at issues herein. As such, the Defendant was on notice, whether actual or constructive, of all of the violations described above, and failed to prevent or address them. Aggrieved Plaintiffs seeks to assert a PAGA claim on behalf of the State of California and all other current and/or former non-exempt agricultural workers who have been employed by Defendants in California.

Further, pursuant to, without limitation, California Labor Code sections 210, 558, 558.1, 1197.1, 2699(f), 2810.3 and other provisions of the Labor Code, please consider this a notice to Defendant and all other persons acting on behalf of Defendant and the employer, including agents, managers, supervisors, and/or owners—who controlled and caused to be violated any provision of the California Labor Code or Wage Orders during the relevant time period by making illegal policies, implementing illegal policies, or failing to correct illegal policies.

This investigation request and notice of California Labor Code violations concerns the systematic failure by Defendants to pay current and former California non-exempt employees in conformance with provisions set out in the California Labor Code and in Wage Orders promulgated by the Industrial Welfare Commission. At the core of Defendants violations is a policy of: systematically failing to pay overtime wages for all hours worked by employees in excess of eight hours; systematically refusing to provide rest periods or to provide premium wages in lieu thereof, systematically refusing to provide meal periods or to provide premium wages in lieu thereof, systematically failing to provide accurate wage statements and systematically failing to pay of all wages owed upon separation from employment, and obtaining releases from summarily situated aggrieved employees in violation of Labor Code section 206.5. These violations are a uniform policy applied to all non-exempt workers employed by Defendants.

Additional facts and allegations are set forth in Aggrieved Employees' complaint. Liability under the PAGA may be based on a wide variety of Labor Code predicate provisions, including but not limited to sections 201, 202, 203, 210, 216, 218, 218.6, 223, 225, 226, 226.2, 226.7, 510, 512, 2810.5, 6400, 6401, 6401.7, 6402, 6403, 6404, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 2673.1(a), and 2802, Industrial Welfare Commission Wage Orders, sections 2699 et seq. and all of the provisions listed in Labor Code section 2699.5 (including the penalty provisions related to these predicate provisions), among others. Any violation of these or any other Labor Code provisions serve as the basis for a PAGA claim by an aggrieved employee on behalf of themselves and other current and former employees.

In particular, the policies described above, and the violations set forth below relate to all the non-exempt workers employed by Defendants, Inc in California:

1. Defendants subjected employees to employer control, or knowingly suffering or permitting them to work shifts of eight or more hours a day and/or forty hours in a workweek without compensating for all wages earned, including minimum wages and overtime premium wages in violation of Cal. Labor Code §§ 201, 202, 221, 226.2, 1194 and 558, and the Wage Orders, by inaccurately keeping records of actual hours worked and wages earned, and by failing to pay for all hours worked.
2. Defendants did not schedule or provide meal and rest periods for non-exempt employees which resulted in failure to provide or authorize and permit proper thirty-minute meal periods and proper ten-minute rest periods to which non-

exempt employees are entitled, and failure to pay premium meal and rest period wages in lieu of missed, late, or short meal and rest periods, in violation of Cal. Labor Code §§ 226.7 and 512, Wage Orders and California case law.

3. Defendants failed to provide accurate wage statements that reflect actual hours worked and amounts earned, in violation of Cal. Labor Code §§ 226, 1174 and the Wage Orders as employees' did not received wage statements that included gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the last four digits of the employee's social security number or an employee identification number of the legal entity that secured the services of the employer, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
4. Defendants failed to pay all wages earned (as described above) including unpaid minimum and overtime wages and failed to pay all additional wages in lieu of providing all meal and rest periods immediately or within 72 hours upon separation from employment.
5. Defendants required the execution of a release of a claim or right by aggrieved employees on account of wages due, or to become due, or made as an advance on wages to be earned unless payment of those wages has been made in violation of Cal Labor § 206.5 and California case law.

The above provisions do not include all of the derivative penalties associated with the above provisions, which are listed throughout the Labor Code and are PAGA penalties.

Aggrieved Plaintiffs Yadira Duran, Tomasa Mendez Galdamez, Flor Navarro and Leonel Aguirre may be contacted through our office: Mallison & Martinez, Attorneys at Law, 1939 Harrison Street, Suite 730, Oakland, California 94612.

If no action is taken by the Agency within 65 days, we will assume that we may pursue this action under the theories described above against Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC described above and their managers, agents, owners, and other liable persons and entities (pursuant to, without limitation, Labor Code sections 210, 558, 1197.1, 2699(f) (and other provisions)).

Please take notice that this is also statutory notice to Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC pursuant to Labor Code Section 2810.3(d) for purposes of bringing a civil action against a client employer for violations covered by Labor Code Section 2810.3(b). Pursuant to Labor Code Section 2810.3(1)(A), a "client employer" is a business entity regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor. Accordingly, pursuant to Labor Code Section 2810.3(b), Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC is a client employer who shares all civil legal responsibility and civil liability for all workers supplied for the payment of wages. As defined in Labor Code Section 2810.3(a)(4) and pursuant to California Code of Regulations Section 13830, "wages" includes:

- a. Any minimum, regular, overtime , or other premium wages that are due to the worker, including but not limited to any wages due under Labor Code Section 226.2, 226.7, 227.3, 246 and 2802;
- b. Any damages or penalties that are due to the worker or the state based upon any failure to pay wages, as provided by law, including but not limited to those set forth under Labor Code Sections 203, 203.1, 210, 225.5, 226, 266.3, 248.5, 558, 1194.2, and 1197.1;
- c. Any applicable interest due for any sum described in this section.

A client employer cannot shift to the labor contractor any legal duties or liabilities under Division 5 (commencing with Section 6300) with respect to workers supplied by a labor contractor. *See* Cal. Labor Code 2810(c). As such, Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC is liable for wage and hour violations, regardless of the extent to which Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC may have created such violations. The violations for which Boca Del Rio Agriculture, LLC; Boca Del Rio Holdings, LLC shares liability are noted in this letter above.

PLEASE TAKE NOTICE THAT THIS IS ALSO A GENERAL LITIGATION PRESERVATION NOTICE to preserve all documents relating to all employees, including but not limited to all timekeeping and payroll records in paper form, native electronic form and any other format in which they are generated and maintained in the regular course of business; all databases and computer or electronic systems that are used for timekeeping and payroll; all records and evidence in any way related to the facts and claims asserted in this letter; all records and evidence in any way related to claims of Aggrieved Plaintiffs, the state, and other current or former employees under the California Labor Code Private Attorney General (including underlying Labor Code and IWC orders), the California Government Code, and the Equal Employment Opportunity Act. These documents include but are not limited to all schedules (both current and former employees), all timekeeping records, all rest and meal period records, all duty and responsibility records, all records which include employee signatures or initials, all payroll records, all state or federal withholding records, all personnel files and other employment records, all records concerning the payment or non-payment of wages, or provision or non-provision of state mandated labor code protections, as well as all documents pertaining to harassment or discrimination against employees, all communications relating to these records and documents, and all emails relating to these records and documents.

Sincerely,

MALLISON & MARTINEZ



Caroline L. Hill, Esq.