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September 16, 2024

VIA ONLINE SUBMISSION

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

Subject: *Leonardo Gonzalez Tapia v. Ito Bros., Inc., et al.*

Dear PAGA Administrator:

This office represents Leonardo Gonzalez Tapia in connection with his claims under the California Labor Code. Mr. Tapia Gonzalez was an employee of ITO BROS., INC.; CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC; and/or MALIBU BERRY, LLC. For the purpose of this letter, Mr. Gonzalez Tapia collectively refers to these entities as "ITO."

The employers may be contacted directly at the addresses below:

ITO BROS., INC.
5930 PLAINVIEW ST
VENTURA, CA 93003

ITO BROS., INC.
9452 TELEPHONE RD PMB# 230
VENTURA, CA 93004

CENTRAL FARMS, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

CENTRAL FARMS, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004

WILLOW FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

D & S BERRY FARMS, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

D & S BERRY FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

MALIBU BERRY, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004

Mr. Gonzalez Tapia 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. Gonzalez Tapia seeks relief on behalf of himself, the State of California, and other persons who are or were employed by ITO 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.

ITO employed Mr. Gonzalez Tapia as an hourly paid, non-exempt employee from approximately January 2014 to February 2024. Mr. Gonzalez Tapia worked for ITO as a Machine Operator at its location in Ventura, California. During his employment, Mr. Gonzalez Tapia typically worked eight (8) or more hours per day and six (6) days per week. By the end of his employment, Mr. Gonzalez Tapia was compensated approximately \$19.75 per hour. His job duties included, without limitation, driving and maneuvering tractors safely through fields and maintaining and monitoring harvesting machines.

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

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

ITO BROS., INC. is a California corporation; and CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC; and MALIBU BERRY, LLC are California limited liability companies. Together, they maintain and operate a collective of farms and businesses specializing in the cultivation and harvesting of strawberries. Upon information and belief, ITO maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Ventura, California, for all non-exempt, hourly paid employees working for ITO in California, including Mr. Gonzalez Tapia and other aggrieved employees. At all relevant times, ITO issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Gonzalez Tapia and other aggrieved employees, regardless of their location or position.

Upon information and belief, ITO maintains a centralized Payroll department at its corporate headquarters in Ventura, California, which processes payroll for all non-exempt, hourly paid employees working for ITO in California, including Mr. Gonzalez Tapia and other aggrieved employees. Further, ITO issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Gonzalez Tapia and other aggrieved employees, irrespective of their location, position, or manner in which each employee's

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

employment ended. In other words, ITO utilized the same methods and formulas when calculating wages due to Mr. Gonzalez Tapia 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. 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.

ITO willfully failed to pay all overtime wages owed to Mr. Gonzalez Tapia and other aggrieved employees. During the relevant time period, Mr. Gonzalez Tapia 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, ITO had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Gonzalez Tapia and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, ITO failed to implement a timekeeping system at its jobsites and did not provide employees with any mechanism, such as a handwritten timesheet, time clock, or electronic timekeeping system, to accurately track and record their hours worked. Instead, ITO’s company-wide policy and/or practice is to have its managers maintain exclusive control and discretion over employee time records. Because ITO failed to provide Mr. Gonzalez Tapia and other aggrieved employees with any mechanism to record their actual hours worked themselves and, instead, granted ITO’s managers exclusive control and discretion over employee time records, Mr. Gonzalez Tapia and other aggrieved employees were not paid for all hours worked.

Moreover, upon information and belief, ITO had, and continues to have, a company-wide policy and/or practice of failing to record hours worked by its employees and simply paying employees, including Mr. Gonzalez Tapia and other aggrieved employees, for the hours they are scheduled to work. For example, ITO regularly required Mr. Gonzalez Tapia and other aggrieved employees to report to ITO’s jobsites approximately 30 minutes before their scheduled shifts to prepare harvesting machines, assemble cardboard boxes, and relocate and position harvesting machines to designated areas, so other employees could begin working immediately upon the start of their scheduled shifts. As another example, Mr. Gonzalez Tapia was often required to continue working after his scheduled shift end-time, completing tasks such as cleaning and parking ITO’s tractors, which could take up to 15 minutes, before he could leave for the day. However, because ITO failed to accurately record their actual hours worked, Mr. Gonzalez Tapia and other aggrieved employees were not paid for all hours worked before or after their scheduled shifts.

Alternatively, on information and belief, ITO rounded clock-in and clock-out times to the nearest quarter hour and/or nearest sixth of an hour to limit the time employees were eligible to be compensated for. ITO’s rounding policy resulted in the failure to compensate Mr. Gonzalez Tapia

and other aggrieved employees fully for all hours worked, causing Mr. Gonzalez Tapia and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, ITO's timekeeping policies are, and continue to be, unfair and have, over time, resulted in the underpayment of wages to Mr. Gonzalez Tapia and other aggrieved employees. To the extent ITO's rounding policy took away time worked that was eligible for overtime, Mr. Gonzalez Tapia and other aggrieved employees were denied overtime pay for all hours worked.

Second, pursuant to its policy of limiting overtime, upon information and belief, ITO had a practice and/or policy of paying Mr. Gonzalez Tapia and other aggrieved employees with two or more separate checks from two or more separate business entities in order to conceal its failure to pay the legally required overtime rate for hours worked in a single day and/or workweek. For example, sometimes Mr. Gonzalez Tapia would receive a paycheck from ITO BROS., INC., for 40 hours of work completed in a single workweek; and in addition, Mr. Gonzalez Tapia would receive a separate paycheck from CENTRAL FARMS, LLC and/or WILLOW FARMS, LLC, that included pay for excess hours worked in the same day and/or workweek. However, the separate paychecks Mr. Gonzalez Tapia received from CENTRAL FARMS, LLC and/or WILLOW FARMS, LLC were paid at Mr. Gonzalez Tapia's straight hourly rate and not paid at the legally required overtime rate. Consequently, during times when Mr. Gonzalez Tapia and other aggrieved employees worked overtime, ITO failed to pay all overtime wages by paying those hours based on their hourly rate of pay instead of the legally required overtime rate.

Third, during the relevant time period, ITO had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning heavy workloads. In particular, ITO pressured employees to keep up with strict, time-sensitive harvesting schedules, which resulted in a failure to provide Mr. Gonzalez Tapia and other aggrieved employees with adequate meal period coverage. ITO also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads and strict harvesting schedules, further caused Mr. Gonzalez Tapia and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Gonzalez Tapia often had his meal periods cut short in order to keep up with the demands of work and accomplish the assigned harvesting schedule, often only being able to quickly eat something in 10 minutes' time before his manager required that he return early from his meal period. Thus, Mr. Gonzalez Tapia and other aggrieved employees worked through meal periods and/or had them interrupted to handle their assigned workloads and responsibilities, and ITO did not pay Mr. Gonzalez Tapia and other aggrieved employees for the time they continued to perform tasks during meal periods.

Fourth, ITO's company-wide timekeeping practices and/or policies do not allow employees to track the actual start and end times of meal periods or report a short, missed, or interrupted meal period (*see supra*). As stated, ITO's managers maintain exclusive control and discretion over employee time records, and ITO, upon information and belief, would automatically record that Mr. Gonzalez Tapia and other aggrieved employees took 30-minute meal periods, even if that was not the case. Because ITO failed to implement any sort of timekeeping system for tracking and recording meal periods and/or automatically recorded 30-minute meal periods were taken even when they were not, Mr. Gonzalez Tapia and other aggrieved employees were not paid for all hours worked.

Fifth, on information and belief, ITO maintained a company-wide on-premises meal period policy, which mandated that Mr. Gonzalez Tapia and other aggrieved employees remain on ITO's premises during their unpaid meal periods. Because Mr. Gonzalez Tapia and other aggrieved employees were

restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as completing errands. Thus, ITO effectively maintained control over Mr. Gonzalez and other aggrieved employees during their unpaid meal periods.

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

ITO's failure to pay Mr. Gonzalez Tapia 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. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ITO 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").

As set forth above, ITO had, and continues to have, company-wide policies and/or practices of discouraging and impeding Mr. Gonzalez Tapia and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. ITO failed to provide Mr. Gonzalez Tapia and other aggrieved employees with any mechanism to track and record their actual hours worked themselves and, instead, granted ITO's managers exclusive control and discretion over employee time records. On information and belief, ITO's management would only record Mr. Gonzalez Tapia's and other aggrieved employees' hours according to their scheduled shift start and end-times, instead of their actual hours worked.

Pursuant to these timekeeping practices, Mr. Gonzalez Tapia and other aggrieved employees were required to complete assigned tasks before and after their scheduled shifts, including, but not limited to, preparing harvesting machines, assembling cardboard boxes, and relocating and positioning harvesting machines to designated areas before scheduled shift start-times; or cleaning and parking tractors after scheduled shift end-times, without being compensated for the time they worked.

Additionally, as stated, ITO had a company-wide policy and/or practice of rounding Mr. Gonzalez Tapia's and other aggrieved employees' hourly clock-in and clock-out times in their timekeeping

system to the nearest quarter hour or sixth of an hour, resulting in the failure to compensate them for all hours worked.

Further, due to ITO's policies and/or practices of understaffing its jobsites while assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules, failing to schedule meal periods, and/or requiring employees to stay on the work premises during meal periods, Mr. Gonzalez Tapia 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. Moreover, as stated, ITO's company-wide timekeeping practices and/or policies do not allow employees to track the actual start and end times of meal periods or report a short, missed, or interrupted meal period. Because ITO failed to implement any sort of timekeeping system for tracking and recording meal periods and automatically deducted meal periods from Mr. Gonzalez Tapia's and other aggrieved employees' time records, ITO systematically failed to pay Mr. Gonzalez Tapia and other aggrieved employees for actual hours worked during meal periods, because these hours were not correctly recorded.

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

First, during the relevant time period, as stated, ITO had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules, which has resulted in a lack of meal period coverage and prevented Mr. Gonzalez Tapia and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, ITO had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Gonzalez Tapia and other aggrieved employees to not be relieved of their duties for compliant meal periods.

ITO's practices and policies prevented Mr. Gonzalez Tapia and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Gonzalez Tapia 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, especially during ITO's busy season, Mr. Gonzalez Tapia regularly missed meal periods. As another example, as stated, Mr. Gonzalez Tapia would be required to cut his meal periods short, often only having 10 minutes to quickly eat something, before his manager required him to return to work. Additionally, Mr. Gonzalez Tapia sometimes took his meal periods late, after the fifth hour of work, due to the lack of coverage and failure to schedule meal periods.

Second, as stated, on information and belief, ITO maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. Gonzalez Tapia and other aggrieved employees remain on the work premises during the meal periods. Because Mr. Gonzalez Tapia and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, ITO effectively maintained control over Mr. Gonzalez Tapia and other aggrieved employees during meal periods.

Third, as stated, ITO's company-wide timekeeping practices and/or policies do not allow employees to track the actual start and end times of meal periods or report a short, missed, or interrupted meal period. ITO's managers maintain exclusive control and discretion over employee time records, and ITO, upon information and belief, would automatically record that compliant meal periods were taken, even if that was not the case. Mr. Gonzalez Tapia 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.

ITO knew or should have known that as a result of its company-wide policies and/or practices, Mr. Gonzalez Tapia and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. ITO further knew or should have known that it did not pay Mr. Gonzalez Tapia and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, ITO 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. Gonzalez Tapia and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, ITO failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring

ITO 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, ITO regularly failed to authorize and permit Mr. Gonzalez Tapia 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, ITO's company-wide practices, including understaffing and assigning heavy workloads, including pressuring employees to keep up with strict, time-sensitive harvesting schedules, prevented Mr. Gonzalez Tapia and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, ITO failed to schedule rest periods and/or adhere to a schedule for rest periods, which, coupled with ITO's failure to provide adequate rest period coverage, further led to Mr. Gonzalez Tapia and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, ITO maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Gonzalez Tapia and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Gonzalez Tapia and 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, ITO effectively maintained control over Mr. Gonzalez Tapia and other aggrieved employees during rest periods.

As a result of ITO's practices and policies, Mr. Gonzalez Tapia 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, Mr. Gonzalez Tapia had to forgo about half of his rest periods each week, because of the lack of rest period coverage and ITO's failure to schedule rest periods and/or adhere to a schedule for rest periods for employees.

ITO 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. Gonzalez Tapia and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, ITO failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring ITO 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 §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery 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 or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[e]mployees shall have access to potable drinking water . . . located as close as practicable to the areas where employees are working." Cal. Code of Reg., Title 8, § 3395(c). The applicable GIS Order further provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, ITO California Labor Code section 226.7 and California Code of Regulations, Title 8, sections 3395(c) and (d), because ITO failed to provide Mr. Gonzalez Tapia and other aggrieved employees with recovery periods. For example, Mr. Gonzalez Tapia and other aggrieved employees worked in high temperatures, were not provided with drinking water close to their work areas, were not provided an adequate shaded area for recovery near their work areas, and were not permitted to take recovery periods in a shaded area while working at various job sites due to a heavy workload and ITO's expectations.

ITO also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Gonzalez Tapia and other aggrieved employees have not received premium pay for missed recovery periods.

Accordingly, ITO failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ITO into compliance with the

applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198 and California Code of Regulations, Title 8, section 3395, 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. ITO has not provided Mr. Gonzalez Tapia 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, ITO has knowingly and intentionally provided Mr. Gonzalez Tapia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ITO issued uniform wage statements to Mr. Gonzalez Tapia 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, ITO violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because ITO did not record the time Mr. Gonzalez Tapia and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, underreported time worked by paying wages with checks from different business entities, 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), ITO did not list the correct amount of gross wages and net wages earned by Mr. Gonzalez Tapia and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ITO failed to accurately list the total number of hours worked by Mr. Gonzalez Tapia 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), ITO willfully failed to maintain accurate payroll records for Mr. Gonzalez Tapia 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. Gonzalez Tapia’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, ITO 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. Gonzalez Tapia and other aggrieved employees, in violation of section 1198.

Because ITO failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Gonzalez Tapia 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. Gonzalez Tapia 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. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon and seek injunctive relief to bring ITO 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, ITO failed to pay Mr. Gonzalez Tapia and other aggrieved employees all wages due to them, including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, within any time period specified by California Labor Code section 204.

Mr. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ITO 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, ITO willfully failed to pay Mr. Gonzalez Tapia and other aggrieved employees who are no longer employed by ITO all their earned wages, including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving ITO's employ.

Mr. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ITO 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 § 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."

During the relevant time period, ITO, on a company-wide basis, required that Mr. Gonzalez Tapia and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses and/or mobile data expenses. For example, Mr. Gonzalez Tapia used his personal cellular phone to communicate with his managers to discuss work-related matters, such as work performance and instructions on work tasks. Although ITO required Mr. Gonzalez Tapia and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities ITO failed to reimburse them for their costs incurred.

ITO could have provided Mr. Gonzalez Tapia and other aggrieved employees with mobile devices, or, ITO could have reimbursed employees for the cost of their mobile device usage. Instead, ITO passed these operating costs off onto Mr. Gonzalez Tapia and other aggrieved employees.

Thus, ITO had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and on their operating costs to Mr. Gonzalez Tapia and other aggrieved employees in violation of California Labor Code section 2802. Mr. Gonzalez Tapia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ITO into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 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.

ITO failed to provide Mr. Gonzalez Tapia 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, ITO failed to provide Mr. Gonzalez Tapia 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 ITO provided to Mr. Gonzalez Tapia is blank where the aforementioned wage information should be filled in. ITO's failure to provide Mr. Gonzalez Tapia and other aggrieved employees with written notice of basic information regarding their employment with ITO is in violation of Labor Code section 2810.5.

Mr. Gonzalez Tapia and other aggrieved employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ITO 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.” ITO, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Gonzalez Tapia’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Gonzalez Tapia 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. Gonzalez Tapia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against ITO for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

1. ITO shall pay Mr. Gonzalez Tapia and all other aggrieved employees employed by ITO at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. ITO 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, rest, and recovery periods.
3. ITO shall conduct a survey or interview all current and former aggrieved employees in California who worked for ITO 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; the number of rest periods which were not authorized and permitted, the number of recovery periods which were not provided; and the number of employees who were required to pay for mobile device expenses, with the investigation to be completed within 60 days.
4. ITO shall pay Mr. Gonzalez Tapia 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. ITO also shall pay Mr. Gonzalez Tapia 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. Additionally, ITO also shall pay 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 recovery periods, as required by Labor Code sections 226.7, 516, and 1198.

5. ITO shall pay accrued legal interest to Mr. Gonzalez Tapia and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. ITO shall provide Mr. Gonzalez Tapia and all aggrieved employees employed by ITO 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. ITO 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. ITO 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).
9. ITO 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', with a stylized flourish extending to the right.

Alexander Lima

Copy: ITO BROS., INC. (via U.S. Certified Mail); CENTRAL FARMS, LLC (via U.S. Certified Mail); WILLOW FARMS, LLC (via U.S. Certified Mail); D & S BERRY FARMS, LLC (via U.S. Certified Mail); MALIBU BERRY, LLC (via U.S. Certified Mail)

CERTIFIED MAIL

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



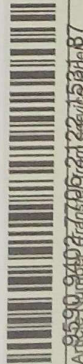
7022 2410 0000 2265 0366

ITO BROS., INC.
5930 PLAINVIEW ST
VENTURA, CA 93003

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ITO BROS., INC.
5930 PLAINVIEW ST
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2. Address Under Which Certified Mail Was Sent

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

Service Type	☐ Priority Mail Express®
Adult Signature	☐ Registered Mail™
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☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
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Total \$
Sent \$
Street
City

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5930 PLAINVIEW ST
VENTURA, CA 93003

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

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

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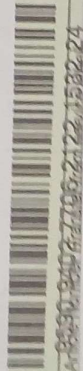
7022 2410 0000 2265 0359

ITO BROS., INC.
9452 TELEPHONE RD PMB# 230
VENTURA, CA 93004

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ITO BROS., INC.
9452 TELEPHONE RD PMB# 230
VENTURA, CA 93004



7022 2410 0000 2265 0359

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

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☒ Agent
☐ Addressee
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- Service Type
☐ Adult Signature
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☒ Certified Mail®
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☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
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☐ Signature Confirmation Restricted Delivery

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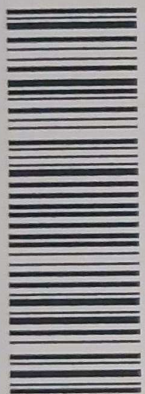
Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
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ITO BROS., INC.
9452 TELEPHONE RD PMB# 230
VENTURA, CA 93004

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
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Los Angeles, CA. 90067



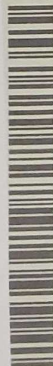
7022 2410 0000 2265 0342

CENTRAL FARMS, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

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5930 PLAINVIEW ST
VENTURA, CA 93003



2. A. 05590 0840 7706 22 2265 0342

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D. Is delivery address different from item 1? ☐ Yes
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Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
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5930 PLAINVIEW ST
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CENTRAL FARMS, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004

CENTRAL FARMS, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004

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A. Signature	☐ Agent
X	☐ Addressee
C. 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	Signature Confirmation TM	Registered Mail TM	Priority Mail Express [®]
Adult Signature	☐	☐	☐
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Certified Mail [®]	☐	☐	☐
Certified Mail Restricted Delivery	☐	☐	☐
Collect on Delivery	☐	☐	☐
Collect on Delivery Restricted Delivery	☐	☐	☐

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1875 Century Park, East, 1000
Los Angeles, CA. 90067



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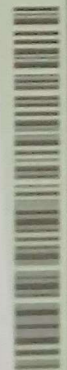
WILLOW FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

WILLOW FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

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9452 TELEPHONE RD #142
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A. Signature ☐ Agent
☒ Address

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

D. Is delivery address different from item 1? ☐ Yes
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Service Type
☐ Adult Signature
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☐ Signature Confirmation™
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1875 Century Park, East, 1000
Los Angeles, CA. 90067



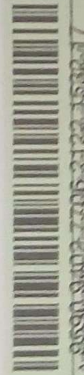
7022 2410 0000 2265 0403

D & S BERRY FARMS, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

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D & S BERRY FARMS, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003



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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
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 0373

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☐ Return Receipt (electronic)
☐ GS
☐ AS
☐ PSN

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D & S BERRY FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

PS Form 3811, April 2010 PSN 7530-02-000-9047 See Reverse for Instructions

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D & S BERRY FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004



2. A. Signature

7022 2410 0000 2265 0373

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

COMPLETE THIS SECTION ON DELIVERY

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- 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™
- Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Delivery
- Certified Mail Restricted Delivery ☐ Signature Confirmation™
- Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Restricted Delivery
- Collect on Delivery Restricted Delivery ☐ Mail
- Mail Restricted Delivery ☐ Mail

Domestic Return Receipt

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



7022 2410 0000 2265 0397

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

\$

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$

☐ R

☐ C

☐ A

☐ AC

Postage

\$

Total

\$

Sent To

Street

City, St

Gonzalez
V.I.T.O

MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

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

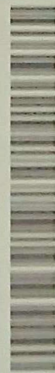
See Reverse for Instructions

MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

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 receipt to the back of the mail item.

MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003



7022 2410 0000 2265 0397

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

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

☐ Mail Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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

CERTIFIED MAIL



7022 2410 0000 2265 0380

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

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

Postmark

MALIBU BERRY, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004

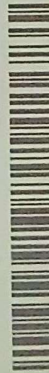
PS Form 3811, July 2020 PSN 7530-02-000-9053

MALIBU BERRY, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004

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.

MALIBU BERRY, LLC
9452 TELEPHONE RD # 230
VENTURA, CA 93004



2. Address and phone number of the addressee

7022 2410 0000 2265 0380

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail[®]

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery Restricted Delivery

☐ Registered Mail

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

Priority Mail Express[®]

Registered Mail[™]

Registered Mail Restricted Delivery

Signature Confirmation[™]

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Mail Restricted Delivery

Mail Restricted Delivery

Mail Restricted Delivery

Mail Restricted Delivery

Mail Restricted Delivery

Priority Mail Express[®]

Registered Mail[™]

Registered Mail Restricted Delivery

Signature Confirmation[™]

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Priority Mail Express[®]

Registered Mail[™]

Registered Mail Restricted Delivery

Signature Confirmation[™]

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery