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VENTURA SUPERIOR COURT

FILED

11/22/2024

Brenda L. McCormick
Executive Officer and Clerk

Alex Lopez

Attorneys for Plaintiff Leonardo Gonzalez Tapia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

LEONARDO GONZALEZ TAPIA,
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.

ITO BROS., INC., a California
corporation; CENTRAL FARMS,
LLC, a California limited liability
company; WILLOW FARMS, LLC, a
California limited liability company;
D & S BERRY FARMS, LLC, a
California limited liability company;
and/or MALIBU BERRY LLC, a
California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2024CUOE033763

**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 Leonardo Gonzalez Tapia, as an aggrieved employee and on behalf of the State
2 of 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")
13 in this case on September 16, 2024, until judgment ("non-party Aggrieved Employees").
14 Plaintiff's share of civil penalties sought in this action does not exceed \$75,000.

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 Ventura, County of Ventura, 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 Leonardo Gonzalez Tapia is a resident of Oxnard, in Ventura County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2014 to February 2024. Plaintiff worked for Defendants as a Machine Operator at Defendants' location in Ventura, California. During his employment, Plaintiff typically worked eight (8) or more hours per day and six (6) days per week. At the time his employment ended, Plaintiff 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.

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 "Arbitration Agreement" during the onboarding process or during their employment, which had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including a Policy On "Non-Productive" Work Time, Notice of Rest and Meal Period Policy, Agricultural Chemicals in Workplace, Acknowledgment of

1 Employee Handbook, and Paid Sick Leave (Up-Front Method), among other documents. Also,
2 employees did not have a meaningful opportunity to negotiate the terms of the Arbitration
3 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or
4 leave-it basis at the time they were hired or during their employment. Further, Defendants did
5 not set forth in the Arbitration Agreement or otherwise provide employees with the rules which
6 will govern the arbitration, instead forcing employees to seek this information out on their own.

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

10 9. CENTRAL FARMS, LLC was and is, upon information and belief, a California
11 limited liability company, and at all times hereinafter mentioned, an employer whose employees
12 are engaged throughout this county and the State of California.

13 10. WILLOW FARMS, LLC was and is, upon information and belief, a California
14 limited liability company, and at all times hereinafter mentioned, an employer whose employees
15 are engaged throughout this county and the State of California.

16 11. D & S BERRY FARMS, LLC was and is, upon information and belief, a
17 California limited liability company, and at all times hereinafter mentioned, an employer whose
18 employees are engaged throughout this county and the State of California.

19 12. MALIBU BERRY LLC was and is, upon information and belief, a California
20 limited liability company, and at all times hereinafter mentioned, an employer whose employees
21 are engaged throughout this county and the State of California.

22 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
23 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
24 complaint and serve such fictitiously named Defendants once their names and capacities
25 become known.

26 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of ITO BROS., INC.; CENTRAL FARMS, LLC;
28 WILLOW FARMS, LLC; D & S BERRY FARMS, LLC; and/or MALIBU BERRY LLC at all

1 relevant times.

2 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
3 acts and omissions alleged herein was performed by, or is attributable to, ITO BROS., INC.;
4 CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC; and/or
5 MALIBU BERRY LLC; and/or DOES 1 through 10 (collectively, "Defendants" or "ITO"), each
6 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
7 each of the other co-Defendants and was acting within the course and scope of such agency,
8 employment, joint venture, or concerted activity with legal authority to act on the others' behalf.
9 The acts of any and all Defendants were in accordance with, and represent, the official policy
10 of Defendants.

11 16. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

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

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

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

- 4 (a) jointly exercised meaningful control over the work performed by Plaintiff
5 and other non-party Aggrieved Employees;
6 (b) jointly exercised meaningful control over Plaintiff's and other non-party
7 Aggrieved Employees' wages, hours, and working conditions, including
8 the quantity, quality standards, speed, scheduling, and operative details
9 of the tasks performed by Plaintiff and other non-party Aggrieved
10 Employees;
11 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
12 perform work which is an integral part of Defendants' businesses; and
13 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
14 Employees as a matter of economic reality in that Plaintiff and other non-
15 party Aggrieved Employees were dependent on Defendants, who shared
16 the power to set the wages of Plaintiff and other non-party Aggrieved
17 Employees and determined their working conditions, and who jointly
18 reaped the benefits from the underpayment of their wages and
19 noncompliance with other statutory provisions governing their
20 employment.

21 20. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
22 there has existed a unity of interest and ownership between Defendants such that any
23 individuality and separateness between the entities has ceased.

24 21. ITO BROS., INC.; CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S
25 BERRY FARMS, LLC; MALIBU BERRY LLC.; and/or DOES 1 through 10 are therefore alter
26 egos of each other.

27 22. Adherence to the fiction of the separate existence of Defendants would permit an
28 abuse of the corporate privilege, and would promote injustice by protecting Defendants from

1 liability for the wrongful acts committed by them under the name ITO.

2 23. Plaintiff further alleges, upon information and belief, that the Defendants ITO
3 BROS., INC.; CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS,
4 LLC; and MALIBU BERRY LLC are alter egos of each other for the following reasons:

5 (a) On the California Secretary of State's website
6 (<https://bizfileonline.sos.ca.gov/>), ITO BROS., INC.; CENTRAL
7 FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC;
8 and/or MALIBU BERRY LLC have the same principal and/or addresses,
9 "9452 TELEPHONE RD [#]230 VENTURA, CA 93004";

10 (b) According to their most recent "Statement of Information" forms filed
11 with the California Secretary of State, ITO BROS., INC.; CENTRAL
12 FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC;
13 and MALIBU BERRY LLC share the same managers or members,
14 officers, and/or directors, including, but not limited to:

15 (i) George Ito, who serves as Chief Executive Officer, Chief
16 Financial Officer, and Director for ITO BROS., INC.; and
17 Manager or Member of D & S BERRY FARMS, LLC and
18 MALIBU BERRY LLC;

19 (ii) Henry Ito, who serves as Secretary and Director for ITO
20 BROS., INC. and Manager or Member of D & S BERRY
21 FARMS, LLC;

22 (iii) ITO BROS., INC., which is listed as the Manager or Member
23 of CENTRAL FARMS, LLC and WILLOW FARMS, LLC

24 (iv) D & S BERRY FARMS, LLC, which is listed as the Manager
25 or Member of CENTRAL FARMS, LLC and WILLOW
26 FARMS, LLC; and

27 (v) WILLOW FARMS, LLC, which is listed as the Manager or
28 Member of CENTRAL FARMS, LLC and WILLOW

FARMS, LLC;

(c) On the California Secretary of State's website, ITO BROS., INC.; CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC; and MALIBU BERRY LLC share the same agent for service of process, [GEORGE] ITO; and

(d) On information and belief, ITO BROS., INC.; CENTRAL FARMS, LLC; WILLOW FARMS, LLC; D & S BERRY FARMS, LLC; and MALIBU BERRY LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

24. 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 Ventura, 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.

25. 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.

26. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Ventura, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based

1 upon information and belief, Defendants issue the same formatted wage statements to all non-
2 exempt, hourly paid employees in California, irrespective of their work locations. Upon
3 information and belief, Defendants process payroll for departing employees in the same manner
4 throughout the State of California, regardless of the manner in which each employee's
5 employment ends.

6 27. Defendants continue to employ non-exempt or hourly paid employees in
7 California.

8 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
10 advisors knowledgeable about California labor and wage law, employment and personnel
11 practices, and about the requirements of California law.

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

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

19 31. 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 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for work that was required to be done off-the-clock. In violation of the
23 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
24 least minimum wages for work done off-the-clock.

25 32. 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
27 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
28 payment of one (1) additional hour of pay at their regular rates of pay when they were not

1 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
2 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
3 additional hour of pay at their regular rates of pay when they did not receive a timely,
4 uninterrupted, thirty (30) minute meal period.

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

13 34. 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 recovery periods in accordance with the California Labor Code and applicable General Industry
16 Safety ("GIS") Order or payment of one (1) additional hour of pay at their regular rates of pay
17 when they were not provided a compliant recovery period and that Plaintiff and other non-party
18 Aggrieved Employees were not provided with compliant recovery periods or payment of one
19 (1) additional hour of pay at their regular rates of pay when they were not provided a compliant
20 recovery period.

21 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive complete and accurate wage statements in accordance with California law. In violation
24 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
25 provided complete and accurate wage statements.

26 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,

1 and intentionally failed to do so.

2 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 timely payment of wages during their employment. In violation of the California Labor Code,
5 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
6 including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery
7 period premiums, within permissible time periods.

8 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 timely payment of all wages earned upon termination of employment. In violation of the
11 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
12 payment of all wages due, including, but not limited to, overtime wages; minimum wages;
13 and/or meal, rest, and recovery period premiums, within permissible time periods.

14 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 receive reimbursement for all business-related expenses and costs they incurred during the
17 course and scope of their employment and that they did not receive reimbursement of applicable
18 business-related expenses and costs incurred.

19 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that Defendants had a duty to provide
21 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of
22 their employment with Defendants as required by the California Wage Theft Prevention Act,
23 but failed to do so.

24 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
26 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
27 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
28 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they

1 were properly denied wages, all in order to increase Defendants' profits.

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

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

11 44. Plaintiff and other current and former employees of Defendants are "aggrieved
12 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current
13 or former employees and each of the alleged violations were committed against them.

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

- 17 (a) The aggrieved employee shall give written notice by online filing
18 (hereinafter "Employee's Notice") to the LWDA and by certified mail to
19 the employer of the specific provisions of the California Labor Code
20 alleged to have been violated, including the facts and theories to support
21 the alleged violations.
- 22 (b) An aggrieved employee's notice filed with the LWDA pursuant to
23 2699.3(a) and any employer response to that notice shall be accompanied
24 by a filing fee of seventy-five dollars (\$75).
- 25 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
26 employer and the aggrieved employee by certified mail that it does not
27 intend to investigate the alleged violation within sixty (60) calendar days
28 of the postmark date of the Employee's Notice. Upon receipt of the

1 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
2 (65) calendar days of the postmark date of the Employee's Notice, the
3 aggrieved employee may commence a civil action pursuant to California
4 Labor Code section 2699 to recover civil penalties in addition to any other
5 penalties to which the employee may be entitled.

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

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing to the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated (other than those listed in Section 2699.5), including the facts
13 and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be accompanied
16 by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice. The employer shall give
19 written notice by certified mail within that period of time to the aggrieved
20 employee or representative and the agency if the alleged violation is
21 cured, including a description of actions taken, and no civil action
22 pursuant to Section 2699 may commence. If the alleged violation is not
23 cured within the 33-day period, the employee may commence a civil
24 action pursuant to Section 2699.

25 47. On September 16, 2024, Plaintiff provided written notice by online filing to the
26 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
27 Code alleged to have been violated, including facts and theories to support the alleged
28 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice

1 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
2 PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff
3 PAGA Case Number LWDA-CM-1050830-24. A true and correct copy of Plaintiff's written
4 notice to the LWDA and Defendants are attached hereto as "**Exhibit 1.**"

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

8 49. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
10 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
11 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

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

27 51. Defendants, at all times relevant to this complaint, were employers or persons
28 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved

1 Employees' rights by violating various sections of the California Labor Code as set forth above.

2 52. As set forth below, Defendants have violated numerous provisions of both the
3 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
4 Order.

5 53. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
6 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the
7 public interest as a private attorney general, seeks assessment and collection of civil penalties
8 and injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
9 California against Defendants for violations of California Labor Code sections 201, 202, 204,
10 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

11 **FIRST CAUSE OF ACTION**

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

13 **(Against all Defendants)**

14 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 55. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
17 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
18 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
19 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
20 penalties for violations of those Labor Code sections not found in section 2699.5, including
21 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 2802, and 2810.5.

22 56. Defendants' conduct, as alleged herein, violates numerous sections of the
23 California Labor Code, including, but not limited to, the following:

24 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
25 Wage Order for Defendants' failure to compensate Plaintiff and other
26 non-party Aggrieved Employees with all required overtime pay, as set
27 forth below;

28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to compensate
2 Plaintiff and other non-party Aggrieved Employees with at least
3 minimum wages for all hours worked, as set forth below;

4 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other non-party Aggrieved Employees with meal periods, as set forth
7 below;

8 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
9 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
10 and other non-party Aggrieved Employees to take rest periods, as set forth
11 below;

12 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
13 GIS Order for Defendants' for failure to provide heat recovery periods to
14 Plaintiff and other non-party Aggrieved Employees, as set forth below;

15 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
16 IWC Wage Order for failure to provide accurate and complete wage
17 statements to Plaintiff and other non-party Aggrieved Employees, as set
18 forth below;

19 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
20 IWC Wage Order for failure to maintain payroll records, as set forth
21 below;

22 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
23 during employment, as set forth below;

24 (i) Violation of Labor Code sections 201 and 202 for failure to pay all earned
25 wages upon termination, as set forth below;

26 (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
27 and other non-party Aggrieved Employees for all business expenses
28 necessarily incurred, as set forth below; and

1 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
2 provide written notice of information material to Plaintiff's and other
3 non-party Aggrieved Employees' employment with Defendants, as set
4 forth below.

5 **FAILURE TO PAY OVERTIME**

6 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

7 57. Labor Code section 1198 makes it illegal to employ an employee under
8 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
9 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
10 shall be the ... standard conditions of labor for employees. The employment of any employee
11 ... under conditions of labor prohibited by the order is unlawful."

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

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

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

26 61. California Labor Code section 510 codifies the right to overtime compensation
27 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
28 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh

1 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
2 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
3 the seventh (7th) day of work.

4 62. During the relevant time period, Defendants willfully failed to pay all overtime
5 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
6 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
7 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
8 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
9 not recorded.

10 63. First, during the relevant time period, Defendants had, and continue to have, a
11 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
12 party Aggrieved Employees from recording hours worked that were outside of their scheduled
13 shifts in order to limit the amount of overtime employees could accrue. Specifically, Defendants
14 failed to implement a timekeeping system at their jobsites and did not provide employees with
15 any mechanism, such as a handwritten timesheet, time clock, or electronic timekeeping system,
16 to accurately track and record their hours worked. Instead, Defendants' company-wide policy
17 and/or practice is to have their managers maintain exclusive control and discretion over
18 employee time records. Because Defendants failed to provide Plaintiff and other non-party
19 Aggrieved Employees with any mechanism to record their actual hours worked themselves and,
20 instead, granted Defendants' managers exclusive control and discretion over employee time
21 records, Plaintiff and other non-party Aggrieved Employees were not paid for all hours worked.

22 64. Moreover, upon information and belief, Defendants had, and continue to have, a
23 company-wide policy and/or practice of failing to record hours worked by their employees and
24 simply paying employees, including Plaintiff and other non-party Aggrieved Employees, for
25 the hours they are scheduled to work. For example, Defendants regularly required Plaintiff and
26 other non-party Aggrieved Employees to report to Defendants' jobsites approximately 30
27 minutes before their scheduled shifts to prepare harvesting machines, assemble cardboard
28 boxes, and relocate and position harvesting machines to designated areas, so other employees

1 could begin working immediately upon the start of their scheduled shifts. As another example,
2 Plaintiff was often required to continue working after his scheduled shift end-time, completing
3 tasks such as cleaning and parking Defendants' tractors, which could take up to 15 minutes,
4 before he could leave for the day. However, because Defendants failed to accurately record
5 their actual hours worked, Plaintiff and other non-party Aggrieved Employees were not paid for
6 all hours worked before or after their scheduled shifts.

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

17 66. Second, during the relevant time period, Defendants had, and continue to have,
18 a company-wide policy and/or practice of understaffing their jobsites while assigning heavy
19 workloads. In particular, Defendants pressured employees to keep up with strict, time-sensitive
20 harvesting schedules, which resulted in a failure to provide Plaintiff and other non-party
21 Aggrieved Employees with adequate meal period coverage. Defendants also had a practice of
22 failing to schedule meal periods which, in conjunction with the assignment of heavy workloads
23 and strict harvesting schedules, further caused Plaintiff and other non-party Aggrieved
24 Employees to not be relieved of their duties for compliant meal periods. For example, Plaintiff
25 often had his meal periods cut short in order to keep up with the demands of work and
26 accomplish the assigned harvesting schedule, often only being able to quickly eat something in
27 10 minutes' time before his manager required that he return early from his meal period. Thus,
28 Plaintiff and other non-party Aggrieved Employees worked through meal periods and/or had

1 them interrupted to handle their assigned workloads and responsibilities, and Defendants did
2 not pay Plaintiff and other non-party Aggrieved Employees for the time they continued to
3 perform tasks during meal periods.

4 67. Third, Defendants' company-wide timekeeping practices and/or policies do not
5 allow employees to track the actual start and end times of meal periods or report a short, missed,
6 or interrupted meal period (*see supra*). As stated, Defendants' managers maintain exclusive
7 control and discretion over employee time records, and Defendants, upon information and
8 belief, would automatically record that Plaintiff and other non-party Aggrieved Employees took
9 30-minute meal periods, even if that was not the case. Because Defendants failed to implement
10 any sort of timekeeping system for tracking and recording meal periods and/or automatically
11 recorded 30-minute meal periods were taken even when they were not, Plaintiff and other non-
12 party Aggrieved Employees were not paid for all hours worked.

13 68. Fourth, on information and belief, Defendants maintained a company-wide on-
14 premises meal period policy, which mandated that Plaintiff and other non-party Aggrieved
15 Employees remain on Defendants' premises during their unpaid meal periods. Because Plaintiff
16 and other non-party Aggrieved Employees were restricted from leaving the premises during
17 meal periods, they were denied the ability to use their meal periods freely for their own
18 purposes, such as completing errands. Thus, Defendants effectively maintained control over
19 Plaintiff and other non-party Aggrieved Employees during their unpaid meal periods.

20 69. Defendants knew or should have known that as a result of these company-wide
21 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
22 their assigned duties off-the-clock before and after their shifts and during meal periods, and
23 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
24 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or
25 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
26 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
27 wages for all of the overtime hours they actually worked.

28 70. Moreover, pursuant to their policy of limiting overtime, upon information and

1 belief, Defendants had a practice and/or policy of paying Plaintiff and other non-party
2 Aggrieved Employees with two (2) or more separate checks from two (2) or more separate
3 business entities to in order to conceal their failure to pay the legally required overtime rate for
4 hours worked in a single day and/or workweek. For example, sometimes Plaintiff would receive
5 a paycheck from Defendant ITO BROS., INC., for 40 hours of work completed in a single
6 workweek; and in addition, Plaintiff would receive a separate paycheck from Defendants
7 CENTRAL FARMS, LLC and/or WILLOW FARMS, LLC, that included pay for excess hours
8 worked in the same day and/or workweek. However, the separate paychecks Plaintiff received
9 from Defendants CENTRAL FARMS, LLC and/or WILLOW FARMS, LLC were paid at
10 Plaintiff's straight hourly rate and not paid at the legally required overtime rate. Consequently,
11 during times when Plaintiff and other non-party Aggrieved Employees worked overtime,
12 Defendants failed to pay all overtime wages by paying those hours based on their hourly rate of
13 pay instead of the legally required overtime rate.

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

19 **FAILURE TO PAY MINIMUM WAGES**

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

21 72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
22 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
23 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
24 IWC Wage Order No. 14-2001 as "the time during which an employee is subject to the control
25 of an employer, and includes all the time the employee is suffered or permitted to work, whether
26 or not required to do so." Cal. Code Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

27 73. As set forth above, Defendants had, and continue to have, company-wide policies
28 and/or practices of discouraging and impeding Plaintiff and other non-party Aggrieved

1 Employees from recording hours worked that were outside of their scheduled shifts in order to
2 limit the amount of overtime employees could accrue. Defendants failed to provide Plaintiff
3 and other non-party Aggrieved Employees with any mechanism to track and record their actual
4 hours worked themselves and, instead, granted Defendants' managers exclusive control and
5 discretion over employee time records. On information and belief, Defendants' management
6 would only record Plaintiff's and other non-party Aggrieved Employees' hours according to
7 their scheduled shift start and end-times, instead of their actual hours worked.

8 74. Pursuant to these timekeeping practices, Plaintiff and other non-party Aggrieved
9 Employees were required to complete assigned tasks before and after their scheduled shifts,
10 including, but not limited to, preparing harvesting machines, assembling cardboard boxes, and
11 relocating and positioning harvesting machines to designated areas before their scheduled shifts;
12 or cleaning and parking tractors after their scheduled shifts, without being compensated for the
13 time they worked.

14 75. Additionally, as stated, Defendants had a company-wide policy and/or practice
15 of rounding Plaintiff's and other non-party Aggrieved Employees' hourly clock-in and clock-
16 out times in their timekeeping system to the nearest quarter hour or sixth of an hour, resulting
17 in the failure to compensate them for all hours worked.

18 76. Further, due to Defendants' policies and/or practices of understaffing their
19 jobsites while assigning heavy workloads, including pressuring employees to keep up with
20 strict, time-sensitive harvesting schedules, failing to schedule meal periods, and/or requiring
21 employees to stay on the work premises during meal periods, Plaintiff and other non-party
22 Aggrieved Employees were prevented from taking all uninterrupted meal periods to which they
23 were entitled and were required to work off-the-clock during meal periods, have their meal
24 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.
25 Moreover, as stated, Defendants' company-wide timekeeping practices and/or policies do not
26 allow employees to track the actual start and end times of meal periods or report a short, missed,
27 or interrupted meal period. Because Defendants failed to implement any sort of timekeeping
28 system for tracking and recording meal periods and automatically deducted meal periods from

1 Plaintiff's and other non-party Aggrieved Employees' time records, Defendants systematically
2 failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
3 meal periods, because these hours were not correctly recorded.

4 77. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
5 and other non-party Aggrieved Employees. Also, to the extent that these off-the-clock hours
6 did not qualify for overtime premium payment, Defendants did not pay at least minimum wages
7 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
8 1194, 1197, and 1198.

9 78. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
10 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
11 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
12 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

13 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

14 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

15 79. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
17 non-party Aggrieved Employees' employment by Defendants.

18 80. At all relevant times herein set forth, California Labor Code section 512(a)
19 provides that an employer may not require, cause, or permit an employee to work for a period
20 of more than five (5) hours per day without providing the employee with a meal period of not
21 less than thirty (30) minutes, except that if the total work period per day of the employee is not
22 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
23 and the employee. Under California law, first meal periods must start after no more than five
24 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

25 81. At all relevant times herein set forth, California Labor Code sections 226.7,
26 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
27 meal period mandated by an applicable order of the IWC.

28 82. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,

1 and the applicable IWC Wage Order also require employers to provide a second meal period of
2 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
3 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
4 hours worked is no more than twelve (12) hours, the second meal period may be waived by
5 mutual consent of the employer and the employee only if the first meal period was not waived.

6 83. First, during the relevant time period, as stated, Defendants had, and continue to
7 have, a company-wide policy and/or practice of understaffing while assigning heavy workloads,
8 including pressuring employees to keep up with strict, time-sensitive harvesting schedules,
9 which has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
10 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
11 entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing to
12 schedule meal periods, which further caused Plaintiff and other non-party Aggrieved Employees
13 to not be relieved of their duties for compliant meal periods.

14 84. Defendants' practices and policies prevented Plaintiff and other non-party
15 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
16 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
17 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
18 time before taking meal periods. For example, especially during Defendants' busy season,
19 Plaintiff regularly missed his meal periods. As another example, as stated, Plaintiff would be
20 required to cut his meal periods short, often only having 10 minutes to quickly eat something,
21 before his manager required him to return to work. Additionally, Plaintiff sometimes took his
22 meal periods late, after the fifth hour of work, due to the lack of coverage and failure to schedule
23 meal periods.

24 85. Second, as stated, on information and belief, Defendants maintained and
25 implemented a company-wide on-premises meal period policy for employees, which mandated
26 that Plaintiff and other non-party Aggrieved Employees remain on the work premises during
27 the meal periods. Because Plaintiff and other non-party Aggrieved Employees were restricted
28 from leaving the jobsites during meal periods, they were denied the ability to use their meal

1 periods freely for their own purposes. Thus, Defendants effectively maintained control over
2 Plaintiff and other non-party Aggrieved Employees during meal periods.

3 86. Third, as stated, Defendants' company-wide timekeeping practices and/or
4 policies do not allow employees to track the actual start and end times of meal periods or report
5 a short, missed, or interrupted meal period. Defendants' managers maintain exclusive control
6 and discretion over employee time records, and Defendants, upon information and belief, would
7 automatically record that compliant meal periods were taken, even if that was not the case.
8 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
9 days that they were entitled to meal periods and were not relieved of all duties.

10 87. At all times herein mentioned, Defendants knew or should have known that, as a
11 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
12 being relieved of all duties and required to perform some of their assigned duties during meal
13 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
14 and other non-party Aggrieved Employees meal period premiums when meal periods were late,
15 interrupted, shortened, or missed.

16 88. 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 89. 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 90. 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 91. 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 92. 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 93. 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 94. 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 including pressuring employees to keep up with strict, time-sensitive harvesting schedules,
24 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duties
25 to take rest periods. Additionally, Defendants failed to schedule rest periods and/or adhere to a
26 schedule for rest periods, which, coupled with Defendants’ failure to provide adequate rest
27 period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being
28 authorized and permitted to take rest periods.

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

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

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

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

22 **FAILURE TO PROVIDE HEAT RECOVERY PERIODS**
23 **VIOLATION OF LABOR CODE §§ 226.7, 516, AND 1198, AND CALIFORNIA**
24 **CODE OF REGULATIONS TITLE 8, SECTION 3395**

25 99. At all relevant times herein set forth, the applicable GIS Order and California
26 Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party
27 Aggrieved Employees' employment by Defendants.

28 100. At all relevant times, California Labor Code section 226.7(a) defines "recovery

1 period” to mean a cooldown period afforded an employee to prevent heat illness. California
2 Labor Code section 226.7 provides that no employer shall require an employee to work during
3 any recovery period mandated by an applicable order of the California IWC, the Occupational
4 Safety and Health Standards Board, or the Division of Occupational Safety and Health. The
5 applicable GIS Order provides that “[e]mployees shall have access to potable drinking water
6 . . . located as close as practicable to the areas where employees are working.” Cal. Code of
7 Reg., Title 8, § 3395(c). The applicable GIS Order further provides that “[w]hen the outdoor
8 temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and
9 maintain one or more areas with shade at all times while employees are present that are either
10 open to the air or provided with ventilation or cooling.” Cal. Code of Reg., Title 8, § 3395(d)(1).
11 Furthermore, “[t]he amount of shade present shall be at least enough to accommodate the
12 number of employees on recovery or rest periods, so that they can sit in a normal posture fully
13 in the shade without having to be in physical contact with each other.” *Id.* “Employees shall
14 be allowed and encouraged to take a preventative cool-down rest in the shade when they feel
15 the need to do so to protect themselves from overheating. Such access to shade shall be
16 permitted at all times.” *Id.*

17 101. During the relevant time period, Defendants violated California Labor Code
18 section 226.7 and California Code of Regulations, Title 8, sections 3395(c) and (d), because
19 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with recovery
20 periods. For example, Plaintiff worked in high temperatures, was not provided with drinking
21 water close to his work areas, was not provided an adequate shaded area for recovery near his
22 work areas, and was not permitted to take recovery periods in a shaded area while working at
23 various job sites due to a heavy workload and Defendants’ expectations.

24 102. Defendants also have engaged in a company-wide practice and/or policy of not
25 paying all recovery period premiums owed when compliant recovery periods are not provided.
26 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have
27 not received premium pay for all missed recovery periods.

28 103. Defendants’ conduct violates California Labor Code sections 226.7, 516, and

1 1198, and California Code of Regulations, Title 8, section 3395. Plaintiff and other non-party
2 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code
3 sections 558 and/or 2699(a), (f), and (k).

4 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

5 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

11 105. During the relevant time period, Defendants have knowingly and intentionally
12 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
13 inaccurate wage statements. For example, Defendants issued uniform wage statements to
14 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
15 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
16 the pay period, including rates of pay for overtime wages, and the corresponding number of
17 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
18 226(a)(2), 226(a)(5), and 226(a)(9).

19 106. Because Defendants did not record the time Plaintiff and other non-party
20 Aggrieved Employees spent working off-the-clock, improperly rounded their total hours
21 worked, underreported time worked by paying wages with checks from different business
22 entities, and deducted time from their records for meal periods that were interrupted and/or
23 missed (and therefore time for which they should have been paid), Defendants did not list the
24 correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved
25 Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the
26 same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff
27 and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list
28 the applicable hourly rates of pay in effect during the pay period and the corresponding accurate

1 number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

10 108. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” Labor Code section 1174.5 provides that employers are subject to a \$500
17 civil penalty if they fail to maintain accurate and complete records as required by section
18 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
19 willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved
20 Employees showing the daily hours they worked and the wages paid thereto as a result of failing
21 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and other
22 non-party Aggrieved Employees’ total hours worked.

23 109. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
25 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
26 of any employees for longer hours than those fixed by the order or under conditions of labor
27 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
28 are required to keep accurate time records showing when the employee begins and ends each

1 work period and meal period. During the relevant time period, Defendants engaged in company-
2 wide practices and/or policies of failing to record actual hours worked (including falsifying time
3 records by recording that compliant meal periods were taken regardless if or when meal periods
4 were actually taken), and thereby failed, on a company-wide basis, to keep accurate records of
5 work period and meal period start and end times for Plaintiff and other non-party Aggrieved
6 Employees, in violation of section 1198.

7 110. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
8 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
9 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

10 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 204**

12 111. At all relevant times herein set forth, California Labor Code section 204 requires
13 that all wages earned by any person in any employment between the 1st and the 15th days,
14 inclusive, of any calendar month, other than those wages due upon termination of an employee,
15 are due and payable between the 16th and the 26th day of the month during which the labor was
16 performed. Labor Code section 204 further provides that all wages earned by any person in any
17 employment between the 16th and the last day, inclusive, of any calendar month, other than
18 those wages due upon termination of an employee, are due and payable between the 1st and the
19 10th day of the following month.

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

26 113. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 other non-party Aggrieved Employees all wages due to them including, but not limited to,
28 overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, within any

1 time period specified by California Labor Code section 204.

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

4 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

13 116. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
14 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
15 above, including but not limited to, overtime wages; minimum wages; and/or meal, rest and
16 recovery period premiums, either at the time of discharge, or within seventy-two (72) hours of
17 their leaving Defendants' employ.

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

24 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

25 **VIOLATION OF LABOR CODE SECTION 2802**

26 118. At all times herein set forth, California Labor Code section 2802 provides that
27 an employer must reimburse employees for all necessary expenditures and losses incurred by
28 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is

1 to prevent employers from passing off their cost of doing business and operating expenses on
2 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
3 (2014). The applicable wage order, IWC Wage Order No. 14-2001 provides that: "[w]hen tools
4 or equipment are required by the employer or are necessary to the performance of a job, such
5 tools and equipment shall be provided and maintained by the employer, except that an employee
6 whose wages are at least two (2) times the minimum wage provided herein may be required to
7 provide and maintain hand tools and equipment customarily required by the trade or craft."

8 119. During the relevant time period, Defendants, on a company-wide basis, required
9 that Plaintiff and other non-party Aggrieved Employees use their personal mobile devices,
10 including, but not limited to, cellular phones, and/or mobile data to carry out their job duties,
11 but failed to reimburse them for the costs of their work-related mobile device expenses. For
12 example, Plaintiff was required to use his personal cellular phone to communicate with his
13 managers to discuss work-related matters, such as work performance and instructions on work
14 tasks. Although Defendants required Plaintiff and other non-party Aggrieved Employees to
15 utilize their personal mobile devices and/or mobile data to carry out their work-related
16 responsibilities, Defendants failed to reimburse them for their costs incurred.

17 120. Defendants could have provided Plaintiff and other non-party Aggrieved
18 Employees with company mobile devices, or, Defendants could have reimbursed employees for
19 the costs of their mobile device usage. Instead, Defendants passed these operating costs onto
20 Plaintiff and other non-party Aggrieved Employees.

21 121. Defendants' company-wide policy and/or practice of not reimbursing employees
22 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
23 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other
24 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
25 Labor Code sections 2699(a), (f), and (k).

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1 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
2 **EMPLOYMENT**

3 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

4 122. California's Wage Theft Prevention Act was enacted to ensure that employers
5 provide employees with basic information material to their employment relationship at the time
6 of hiring, and to ensure that employees are given written and timely notice of any changes to
7 basic information material to their employment. Codified at California Labor Code section
8 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must
9 provide written notice to employees containing basic and material payroll information,
10 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,
11 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the
12 regular payday designated by the employer, and any allowances claims as part of the minimum
13 wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written
14 notice pursuant to section 2810.5 must also include a statement that the employee may accrue
15 and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated
16 or retaliated against for using or requesting the use of accrued paid sick leave; and has the right
17 to file a complaint against an employer who retaliates.

18 123. Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
19 written notice that lists all the requisite information set forth in Labor Code section
20 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and other non-party
21 Aggrieved Employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in
22 violation of section 2810.5(a)(1)(A). Instead, the wage theft form that Defendants provided to
23 Plaintiff is blank where the aforementioned wage information should be filled in. Defendants'
24 failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of
25 basic information regarding their employment with Defendants is in violation of Labor Code
26 section 2810.5.

27 124. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
5 judgment against Defendants, jointly and severally, as follows:

6 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
7 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

8 **As to the First Cause of Action**

9 2. That the Court declare, adjudge and decree that Defendants violated the
10 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
11 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
12 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
13 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
14 permit all rest periods); 226.7, 516, and 1198 (by failing to provide all heat recovery periods);
15 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate
16 payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and
17 202 (by failing to timely pay all earned wages upon termination); 2802 (by failing to reimburse
18 business expenses); and 2810.5 (by failing to provide written notice of information material to
19 employment);

20 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
21 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
22 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and
23 2810.5;

24 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
25 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
26 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
27 1198, 2802, and 2810.5;

28 5. For attorneys' fees and costs pursuant to California Labor Code section

1 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
2 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
3 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

7
8 Dated: November 22, 2024

Respectfully submitted,

9 Capstone Law APC

10
11 By: Roxanna Tabatabaepour
12 Roxanna Tabatabaepour
13 Ryan Tish
14 Alexander Wallin

15 Attorneys for Plaintiff Leonardo Gonzalez Tapia
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EXHIBIT “1”



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ALEXANDER LIMA
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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,



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)

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PS Form 3800, April 2015 PSN 7530-02-000-9057

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- B. Received by (Printed Name) _____ C. Date of Delivery _____
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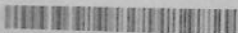
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☐ Addressee
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 - ☐ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
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A. Signature

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☐ 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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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

Domestic Return Receipt

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



7022 2410 0000 2265 0335

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 (hard-copy)

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

PS Form 3800, April 2015 PSN 7535-02-000-9047

See Reverse for Instructions

CENTRAL FARMS, 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.
- Attach this card to the back of the mailpiece.

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



2 AVAILABLE ONLINE AT www.usps.com

7022 2410 0000 2265 0335

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
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™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2265 0328

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

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

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

OFFICIAL USE

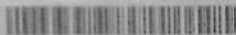
WILLOW FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

7022 2410 0000 2265 0328

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.

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



7022 2410 0000 2265 0328

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- X ☐ 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 ☐ Registered Mail™
- Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery
- ☒ Certified Mail ☐ Signature Confirmation™
- ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery
- ☐ Certified on Delivery ☐ Certified on Delivery Restricted Delivery
- ☐ Certified on Delivery Restricted Delivery
- ☐ Restricted Delivery

Capstone Law, APC
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

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) \$
☐ C
☐ A
☐ N
Postage
\$
Total
\$
Sent
Street
City/State/Zip

Gonzalez
V. 170

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

PS Form 3800, April 2015 PSN 7530-02-000-1007 See Reverse for Instructions

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.

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



9590 3402 7706 2422 1522 77

7022 2410 0000 2265 0403

PS Form 3811, July 2010 PSN 7530-02-000-0003

COMPLETE THIS SECTION ON DELIVERY

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

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

- Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
- Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2265 0373

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

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

☐ Ins

☐ Reg

☐ PM

☐ PSN

☐ Total

☐ Fund

☐ Other

☐ City

☐ State

☐ Zip

☐ Country

☐ Signature

☐ Date

☐ Time

☐ Location

☐ Remarks

☐ Other

☐ Signature

☐ Date

☐ Time

☐ Location

☐ Remarks

☐ Other

☐ Signature

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☐ Signature

☐ Date

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☐ Other

☐ Signature

☐ Date

☐ Time

☐ Location

☐ Remarks

☐ Other

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

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

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, or on the front if space permits.

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



2. 7022 2410 0000 2265 0373

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ 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 Mails

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail Restricted Delivery

☐ Registered Mail

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

☐ 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

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2265 0397

MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

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)

☐ Ins

☐ Reg

☐ Ac

☐ Ps

☐ Total

\$

Postage

\$

Postage

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Postage

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Postage

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MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003

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

See Reverse for Instructions

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 piece.

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
X
- ☐ 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

Domestic Return Receipt

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)

☐ Restricted Mail Restricted Postage

Postmark

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

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. Article Number (Printed from delivery label)

7022 2410 0000 2265 0380

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ 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

☐ Collect on Delivery Restricted Delivery

☐ Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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, or on the front if space permits.

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



2. AR 590 9402 7706 2122 1532 637

7022 2410 0000 2265 0373

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
9/18/24
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Mail Restricted Delivery

03

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, or on the front if space permits.

MALIBU BERRY, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003



2. AR 590 9402 7706 2122 1532 634

7022 2410 0000 2265 0377

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
SEP 18 2024
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Mail Restricted Delivery

03

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.

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



2. AR 590 9402 7706 2122 1532 631

7022 2410 0000 2265 0335

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
9/18/24
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Restricted Delivery

03

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, or on the front if space permits.

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



2. AR 590 9402 7706 2122 1532 624

7022 2410 0000 2265 0359

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
9/18/24
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Restricted Delivery

03

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.

ROS, INC.
5930 PLAINVIEW ST
VENTURA, CA 93003



2. AR 590 9402 7706 2122 1532 637

7022 2410 0000 2265 0366

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
SEP 18 2024
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Restricted Delivery

03

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.

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



2. AR 590 9402 7706 2122 1532 637

7022 2410 0000 2265 0403

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
SEP 18 2024
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Restricted Delivery

03

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.

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



2. AR 590 9402 7706 2122 1532 630

7022 2410 0000 2265 0380

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
9/18/24
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Mail Restricted Delivery

03

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, or on the front if space permits.

CENTRAL FARMS, LLC
5930 PLAINVIEW ST
VENTURA, CA 93003



2. AR 590 9402 7706 2122 1532 631

7022 2410 0000 2265 0342

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
[Signature]
- B. Received by (Printed Name)
[Signature]
- C. Date of Delivery
SEP 18 2024
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Restricted Delivery

03

Domestic Return Receipt