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County of Santa Barbara
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No Summons Filed

Ok per order filed on 1/28/2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JOSE RODRIGUEZ, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

NUTRIEN AG SOLUTIONS, INC., a
Delaware corporation; NUTRIEN US LLC,
a Colorado limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV06119

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (2) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (3) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (4) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;

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- (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
(10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Jose Rodriguez, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court, because Defendants employ persons within the
24 County of Santa Barbara, and have violated the requirements of the California Labor Code
25 and applicable IWC Wage Order in this county which give rise to the penalties sought in this
26 action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of
27 the California Labor Code and applicable IWC Wage Order in at least four (4) locations
28 within the County of Santa Barbara, including Defendants’ facilities located in Goleta (35

1 South Kellogg Avenue, Goleta, California 93117) and Santa Maria (2520 Skyway Drive, Unit
2 B, Santa Maria, California 93455; 1335 West Main, Santa Maria, California 93458; 909 West
3 Boone Street, Units A & B, Santa Maria, California 93458). Pursuant to California Civil
4 Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture
5 imposed by statute in the county in which the cause, or some part of the cause, arose. Because
6 Defendants have employees in Santa Barbara County and Plaintiff could bring this action to
7 recover penalties in Santa Barbara County, venue is proper.

8 **THE PARTIES**

9 4. Plaintiff Jose Rodriguez is a resident of Chowchilla, in Madera County,
10 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
11 approximately April 2024 to July 2024. Plaintiff worked as a Blender Operator and Driver at
12 Defendants' facility located in Madera, California. During his employment, Plaintiff typically
13 worked eight (8) or more hours per day and five (5) or more days per week. As a Blender
14 Operator, Plaintiff's primary job duties included, without limitation, mixing and blending
15 fertilizer, calculating blend sheets, operating plant systems, and handling all aspects of
16 receiving, shipping, and storing fertilizer; as a Driver, Plaintiff's primary job duties included,
17 without limitation, loading fertilizer on delivery vehicle and delivering to clients in the
18 vicinity.

19 5. NUTRIEN AG SOLUTIONS, INC. was and is, upon information and belief, a
20 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
21 are engaged throughout this county and the State of California.

22 6. NUTRIEN US LLC was and is, upon information and belief, a Colorado
23 limited liability company, and at all times hereinafter mentioned, an employer whose
24 employees are engaged throughout this county and the State of California.

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

8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of NUTRIEN AG SOLUTIONS, INC. and NUTRIEN US LLC at all relevant times.

9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, NUTRIEN AG SOLUTIONS, INC.; NUTRIEN US LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “NUTRIEN”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

12. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and class members. Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or “engaged” Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

1 13. 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 class
3 members because Defendants have:

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

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

22 15. NUTRIEN AG SOLUTIONS, INC.; NUTRIEN US LLC; and DOES 1 through
23 10 are therefore alter egos of each other.

24 16. Adherence to the fiction of the separate existence of Defendants would permit
25 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
26 from liability for the wrongful acts committed by them under the name NUTRIEN.

27 17. Plaintiff further alleges, upon information and belief, that Defendants
28 NUTRIEN AG SOLUTIONS, INC. and NUTRIEN US LLC are alter egos of each other for

the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), NUTRIEN AG SOLUTIONS, INC. and NUTRIEN US LLC share the same agent for service of process, "C T CORPORATION SYSTEM";
- (b) According to Statement of Information forms filed with the California Secretary of State, NUTRIEN AG SOLUTIONS, INC. and NUTRIEN US LLC share the same managers, members, and/or officers, including, but not limited to, Carolyn Engel; and
- (c) On information and belief, NUTRIEN AG SOLUTIONS, INC. and NUTRIEN US LLC utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

18. Defendants operate an agricultural crop-input business in North America, offering customers complete agriculture solutions, including nutrients, crop protection products, seed, digital tools, and agronomic advice to growers with 63 locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Loveland, Colorado, 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.

19. In particular, Plaintiff and class members, 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.

1 20. Upon information and belief, Defendants maintain a centralized Payroll
2 department at their company headquarters in Loveland, Colorado, which processes payroll for
3 all non-exempt, hourly paid employees working for Defendants at their various locations in
4 California, including Plaintiff and class members. Based upon information and belief,
5 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
6 employees in California, irrespective of their work locations. Upon information and belief,
7 Defendants process payroll for departing employees in the same manner throughout the State
8 of California, regardless of the manner in which each employee's employment ends.

9 21. Defendants continue to employ non-exempt or hourly paid employees in
10 California.

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

15 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
16 members were not paid for all hours worked because all hours worked were not recorded.

17 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to meal periods in
19 accordance with the California Labor Code and applicable IWC Wage Order or payment of
20 one (1) additional hour of pay at their regular rates of pay when they were not provided with
21 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
22 were not provided with all meal periods or payment of one (1) additional hour of pay at their
23 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
24 period.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to rest periods in
27 accordance with the California Labor Code and applicable IWC Wage Order or payment of
28 one (1) additional hour of pay at their regular rates of pay when they were not authorized and

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

5 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive certain wages for
7 overtime compensation and that they were not receiving certain wages for overtime
8 compensation.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive at least minimum
11 wages for compensation and that they were not receiving at least minimum wages for work
12 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
13 and class members were not paid at least minimum wages for work done off-the-clock.

14 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive complete and
16 accurate wage statements in accordance with California law. In violation of the California
17 Labor Code, Plaintiff and class members were not provided complete and accurate wage
18 statements.

19 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that they had a duty to maintain accurate and complete payroll records in
21 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
22 knowingly, and intentionally failed to do so.

23 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to timely payment of all
25 wages earned upon termination of employment. In violation of the California Labor Code,
26 Plaintiff and class members did not receive payment of all wages due, including, but not
27 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
28 permissible time periods.

1 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to timely payment of wages
3 during their employment. In violation of the California Labor Code, Plaintiff and class
4 members did not receive payment of all wages, including, but not limited to, overtime wages,
5 minimum wages, and/or meal and rest period premiums, within permissible time periods.

6 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants knew or should have known that Defendants had a duty to provide
8 Plaintiff and class members with written notice of the material terms of their employment with
9 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

16 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

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

- 5 (a) The aggrieved employee or representative shall give written notice by
6 online filing with the LWDA and by certified mail to the employer of
7 the specific provisions of the California Labor Code alleged to have
8 been violated, including the facts and theories to support the alleged
9 violation.
- 10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(a) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).
- 13 (c) The LWDA shall notify the employer and the aggrieved employee or
14 representative by certified mail that it does not intend to investigate the
15 alleged violation ("LWDA Notice") within sixty (60) calendar days of
16 the postmark date of the aggrieved employee's notice. Upon receipt of
17 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
18 (65) calendar days of the postmark date of the aggrieved employee's
19 notice, the aggrieved employee may commence a civil action pursuant
20 to California Labor Code section 2699 to recover civil penalties.

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

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

facts and theories to support the alleged violation.

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

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

39. On November 8, 2024, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1060862-24. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

41. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants 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, and 2810.5.

42. 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 “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

43. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

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

45. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants 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, and 2810.5.

CLASS ACTION ALLEGATIONS

46. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

47. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

48. Plaintiff's proposed class consists of and is defined as follows:

1 All persons who worked for Defendants as non-exempt, hourly
2 paid employees in California, at any time from June 8, 2023, until
the date of trial ("Class").

3 49. Plaintiff's proposed subclass consists of and is defined as follows:

4 All persons who worked for Defendants as non-exempt, hourly
5 paid employees in California and who received at least one wage
6 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

7 50. Members of the Class and Subclass are referred to herein as "class members."

8 51. Plaintiff reserves the right to redefine the Class and Subclass and to add
9 additional subclasses as appropriate based on further investigation, discovery, and specific
10 theories of liability.

11 52. There are common questions of law and fact as to class members that
12 predominate over questions affecting only individual members, including, but not limited to:

- 13 (a) Whether Defendants failed to provide Plaintiff and class members with
14 meal periods;
- 15 (b) Whether Defendants failed to authorize and permit Plaintiff and class
16 members to take rest periods;
- 17 (c) Whether Defendants required Plaintiff and class members to work over
18 eight (8) hours per day, over twelve (12) hours per day, or over forty
19 (40) hours per week and failed to pay all legally required overtime
20 compensation to Plaintiff and class members;
- 21 (d) Whether Defendants failed to pay Plaintiff and class members at least
22 minimum wages for all hours worked;
- 23 (e) Whether Defendants provided Plaintiff and class members with
24 complete and accurate wage statements as required by California Labor
25 Code section 226(a);
- 26 (f) Whether Defendants maintained accurate payroll records as required by
27 California Labor Code section 1174(d);
- 28 (g) Whether Defendants failed to pay earned overtime wages, minimum

wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;

- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (j) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

53. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make

known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period

Violations

(Against all Defendants)

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

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

8 56. At all relevant times herein set forth, California Labor Code sections 226.7,
9 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
10 meal period mandated by an applicable order of the IWC.

11 57. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
12 and the applicable IWC Wage Order also require employers to provide a second meal period
13 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
14 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
15 total hours worked is no more than twelve (12) hours, the second meal period may be waived
16 by mutual consent of the employer and the employee only if the first meal period was not
17 waived.

18 58. First, during the relevant period, on information and belief, Defendants had,
19 and continue to have, company-wide policies and/or practices of understaffing their facilities
20 while assigning heavy workloads, resulting in a failure to provide Plaintiff and class members
21 with adequate meal period coverage. Because Defendants did not employ or staff a sufficient
22 number of employees to meet the fulfillment demand, there was no one available to relieve
23 employees needing meal period coverage, and Plaintiff and class members were not always
24 afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled
25 to receive a meal period. Additionally, Defendants, on a company-wide basis, had a practice
26 of failing to schedule meal periods, which further caused Plaintiff and class members to not be
27 relieved of their duties for compliant meal periods.

28 59. As a result, Plaintiff and class members have had to work through all or part of

1 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
2 time before taking meal periods. For example, Plaintiff was required to miss his meal periods
3 in order to fulfill rush orders from priority clients. When he was able to take a meal period,
4 Plaintiff took his meal periods late, after having worked in excess of five (5) hours into his
5 shift, in order to finish his assigned duties. Further, Plaintiff had his meal periods interrupted
6 due to customers arriving at the facility during his meal periods to pick up their orders so
7 Plaintiff would spend time loading product and assisting customers.

8 60. Second, in conjunction with Defendants' policy and/or practice of
9 understaffing, on information and belief, Defendants maintained and implemented a company-
10 wide on-premises meal period policy for Driver employees, which mandated that Plaintiff and
11 class members remain near their delivery vehicles during meal periods because Defendants
12 did not allow for the company vehicles loaded with product to be left unattended. Because
13 Plaintiff and class members were restricted from leaving their delivery vehicles during meal
14 periods, they were denied the ability to use their meal periods freely for their own purposes,
15 such as running personal errands. Thus, Defendants effectively maintained control over
16 Plaintiff and class members during meal periods.

17 61. Third, Defendants did not provide Plaintiff and class members with second 30-
18 minute meal periods on days that they worked in excess of ten (10) hours in one day. During
19 his employment, Plaintiff sometimes worked shifts in excess of ten (10) or more hours per day
20 but was not provided a second 30-minute meal period. Plaintiff and class members did not
21 sign valid meal period waivers on days that they were entitled to meal periods and were not
22 relieved of all duties.

23 62. At all times herein mentioned, Defendants knew or should have known that, as
24 a result of these policies, Plaintiff and class members were prevented from being relieved of
25 all duties and required to perform some of their assigned duties during meal periods.
26 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
27 members all meal period premiums when meal periods were late, interrupted, shortened,
28 and/or missed.

63. Moreover, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

64. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations (Against all Defendants)

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

66. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

67. At all relevant times, 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.

68. At all relevant times, 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. 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

1 employer must “relinquish any control over how employees spend their break time, and
2 relieve their employees of all duties—including the obligation that an employee remain on
3 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
4 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
5 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
6 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
7 required rest period was not authorized and permitted.

8 69. During the relevant time period, Defendants regularly failed to authorize and
9 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
10 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
11 practices of understaffing while assigning heavy workloads prevented Plaintiff and class
12 members from being relieved of all duty to take rest periods. Additionally, Defendants failed
13 to schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest
14 period coverage, further led to Plaintiff and class members not being authorized and permitted
15 to take rest periods.

16 70. Furthermore, upon information and belief, during the relevant time period,
17 Defendants maintained and implemented a company-wide on-premises rest period policy,
18 which mandated that Plaintiff and class members remain on the work premises during their
19 rest periods. Because Plaintiff and class members were restricted from leaving the premises
20 during rest periods, they were denied the ability to use their rest periods freely for their own
21 purposes, such as running personal errands. Thus, Defendants effectively maintained control
22 over Plaintiff and class members during rest periods.

23 71. As a result of Defendants’ practices and policies, Plaintiff and class members
24 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
25 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
26 throughout his employment, Plaintiff had to forgo his rest periods due to the heavy workload
27 and lack of sufficient rest period coverage.

28 72. Defendants have also engaged in a company-wide practice and/or policy of not

1 paying rest period premiums owed when compliant rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiff and class members have not
3 received premium pay for all missed rest periods.

4 73. Defendants' conduct violates the applicable IWC Wage Order and California
5 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
6 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
7 compensation for each work day that a compliant rest period was not authorized and
8 permitted.

9 **THIRD CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 11 **(Against all Defendants)**

12 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 75. Labor Code section 1198 makes it illegal to employ an employee under
15 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
16 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
17 shall be the . . . standard conditions of labor for employees. The employment of any employee
18 . . . under conditions of labor prohibited by the order is unlawful.”

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

23 77. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff and class members working more than eight (8) hours in a day
25 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
26 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
27 workweek.

28 78. The applicable IWC Wage Order further provides that Defendants are and were

1 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
2 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
3 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
4 employee, including nondiscretionary bonuses and incentive pay.

5 79. California Labor Code section 510 codifies the right to overtime compensation
6 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
7 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
8 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
9 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
10 in a day on the seventh (7th) day of work.

11 80. During the relevant time period, Defendants willfully failed to pay all overtime
12 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
13 class members were not paid overtime premiums for all of the hours they worked in excess of
14 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
15 hours in a week, because all hours worked were not recorded.

16 81. As set forth above, Defendants' company-wide policies and/or practices of
17 understaffing their locations while assigning heavy workloads resulted in a failure to provide
18 Plaintiff and class members with adequate meal period coverage because there were too few
19 employees on duty to handle the workload and fulfill priority orders. Because Defendants did
20 not employ or staff a sufficient number of employees to meet priority order demand, there was
21 no one available to relieve employees needing meal period coverage, and Plaintiff and class
22 members were not always afforded uninterrupted 30-minute meal periods during shifts when
23 they were entitled to receive a meal period. Moreover, as also stated, Defendants had a
24 practice of failing to schedule meal periods, which further caused Plaintiff and class members
25 to not be relieved of their duties for compliant meal periods. Consequently, Plaintiff and class
26 members were required to work through their meal periods and/or had their unpaid meal
27 periods interrupted in order to complete their assigned duties and handle priority order
28 demand, time for which they were not paid.

1 82. Defendants knew or should have known that as a result of these company-wide
2 practices and/or policies, Plaintiff and class members were performing their assigned duties
3 off-the-clock during meal periods, and were suffered or permitted to perform work for which
4 they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours or
5 more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for
6 overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages
7 for all of the overtime hours they actually worked.

8 83. Defendants' failure to pay Plaintiff and class members the balance of overtime
9 compensation as required by California law, violates the provisions of California Labor Code
10 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
11 members are entitled to recover from Defendants their unpaid overtime compensation, as well
12 as interest, costs, and attorneys' fees.

13 **FOURTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 15 **Minimum Wages** 16 **(Against all Defendants)**

17 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 85. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
20 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
21 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
22 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the
23 time during which an employee is subject to the control of an employer, and includes all the
24 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
25 Code Regs. Tit. 8, § 11010(2)(G) (defining "Hours Worked").

26 86. As set forth above, due to Defendants' policies and/or practices of
27 understaffing their locations while assigning heavy workloads and failing to schedule meal
28 periods, Plaintiff and class members were impeded from taking all uninterrupted meal periods

1 to which they were entitled and were required to work off-the-clock during meal periods, have
2 their meal periods interrupted, including receiving phone calls, and/or were otherwise not
3 relieved of all duties during unpaid meal periods.

4 87. Defendants did not pay minimum wages for all hours worked by Plaintiff and
5 class members. To the extent that these off-the-clock hours did not qualify for overtime
6 premium payment, Defendants did not pay at least minimum wages for those hours worked
7 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
8 1198.

9 88. Defendants' failure to pay Plaintiff and class members minimum wages violates
10 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
11 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
12 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
13 interest thereon.

14 **FIFTH CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 16 **Statements and Failure to Maintain Accurate Payroll Records** 17 **(Against all Defendants)**

18 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

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

25 91. At all relevant times, Defendants have knowingly and intentionally provided
26 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
27 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
28 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all

1 applicable hourly rates in effect during the pay period, including rates of pay for overtime
2 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
3 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

4 92. Because Defendants did not record the time Plaintiff and Subclass members
5 spent working off the clock, Defendants did not list the correct amount of gross wages and net
6 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
7 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
8 worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list
9 the applicable hourly rates of pay in effect during the pay period and the corresponding
10 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

11 93. The wage statement deficiencies also include, among other things, failing to list
12 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
13 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
14 for which employees were paid; failing to list the name of the employee and only the last four
15 digits of his or her social security number or an employee identification number other than a
16 social security number; failing to list the name and address of the legal entity that is the
17 employer; and/or failing to state all hours worked as a result of not recording or stating hours
18 worked off-the-clock. In addition, Defendants failed to provide Plaintiff and Subclass
19 members the option to elect to receive hard copies of their wage statements at any time and/or
20 failed to provide them with the ability to easily access the information and convert the wage
21 statements into hard copies at no expense to them.

22 94. California Labor Code section 1174(d) provides that “[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments” At all relevant times, and in violation of Labor Code section 1174(d),

Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members 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.

95. 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, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198. Also, in light of Defendants’ failure to provide Plaintiff and Subclass members with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

96. Plaintiff and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

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

98. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to

1 Plaintiff and those class members no longer employed by Defendants upon their termination.

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

9 100. Defendants willfully failed to pay Plaintiff and class members who are no longer
10 employed by Defendants the earned and unpaid wages set forth above, including but not limited
11 to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time
12 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

13 101. Defendants' failure to pay Plaintiff and class members who are no longer
14 employed by Defendants their wages earned and unpaid at the time of discharge, or within
15 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
16 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
17 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
18 thirty (30) day maximum pursuant to California Labor Code section 203.

19 **SEVENTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
21 **Employment**
22 **(Against all Defendants)**

23 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 103. This cause of action is dependent upon, and wholly derivative of, the overtime
26 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
27 Plaintiff and class members during their employment.

28 104. At all times relevant herein set forth, Labor Code section 204 provides that all

1 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
2 days, inclusive, of any calendar month, other than those wages due upon termination of an
3 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
4 the month during which the labor was performed. Labor Code section 204 further provides
5 that all wages earned by any person in any employment between the sixteenth (16th) and the
6 last day, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
8 month.

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

15 106. During the relevant time period, Defendants willfully failed to pay Plaintiff and
16 class members all wages due including, but not limited to, overtime wages, minimum wages,
17 and/or meal and rest period premiums, within the time periods specified by California Labor
18 Code section 204.

19 107. Defendants' failure to pay Plaintiff and class members all wages due violates
20 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
21 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

22 EIGHTH CAUSE OF ACTION

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

24 (Against all Defendants)

25 108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 109. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
28 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code

1 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
2 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
3 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
4 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2810.5.

5 110. Defendants' conduct, as alleged herein, violates numerous sections of the
6 California Labor Code, including, but not limited to, the following:

- 7 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
9 and other aggrieved employees with meal periods, as alleged herein;
- 10 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the
11 applicable IWC Wage Order for Defendants' failure to authorize and
12 permit Plaintiff and other aggrieved employees to take rest periods, as
13 alleged herein;
- 14 (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC
15 Wage Order for Defendants' failure to compensate Plaintiff and other
16 aggrieved employees with all required overtime pay, as alleged herein;
- 17 (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
18 1198, and the applicable IWC Wage Order for Defendants' failure to
19 compensate Plaintiff and other aggrieved employees with at least
20 minimum wages for all hours worked, as alleged herein;
- 21 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
22 IWC Wage Order for failure to provide accurate and complete wage
23 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 24 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
25 IWC Wage Order for failure to maintain payroll records, as alleged
26 herein;
- 27 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
28 earned wages upon termination, as alleged herein;

- 1 (h) Violation of Labor Code section 204 for failure to pay all earned wages
2 during employment, as alleged herein; and
3 (i) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
4 provide written notice of information material to Plaintiff's and other
5 aggrieved employees' employment with Defendants, as set forth below.

6 111. At all relevant times herein, California's Wage Theft Prevention Act was
7 enacted to ensure that employers provide employees with basic information material to their
8 employment relationship at the time of hiring, and to ensure that employees are given written
9 and timely notice of any changes to basic information material to their employment. Codified
10 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
11 time of hiring, an employer must provide written notice to employees containing basic and
12 material payroll information, including, among other things, the rate(s) of pay and basis
13 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
14 including any rates for overtime, the regular payday designated by the employer, and any
15 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
16 Code § 2810.5(a)(1)(A)-(C).

17 112. At all relevant times, on information and belief, Defendants failed, on a
18 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
19 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

20 113. Defendants' failure to provide Plaintiff and other aggrieved employees with
21 written notice of basic information regarding their employment with Defendants is in violation
22 of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled
23 to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

24 **NINTH CAUSE OF ACTION**

25 **Violation of California Business & Professions Code §§ 17200, et seq. –**

26 **Unlawful Business Practices**

27 **(Against all Defendants)**

28 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 115. Defendants are “persons” as defined by California Business & Professions
3 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
4 and/or associations.

5 116. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
6 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
7 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
8 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
9 meaning of Code of Civil Procedure section 1021.5.

10 117. Defendants’ activities, as alleged herein, are violations of California law, and
11 constitute unlawful business acts and practices in violation of California Business &
12 Professions Code sections 17200, *et seq.*

13 118. A violation of California Business & Professions Code sections 17200, *et seq.*
14 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
15 policies and practices have violated state law in at least the following respects:

- 16 (a) Failing to provide all meal periods to Plaintiff and class members in
17 violation of California Labor Code sections 226.7, 512(a), 516, and
18 1198, and the applicable IWC Wage Order, as alleged herein;
- 19 (b) Failing to authorize and permit Plaintiff and class members to take all
20 rest periods in violation of California Labor Code sections 226.7, 516,
21 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 22 (c) Requiring non-exempt, hourly paid employees, including Plaintiff and
23 class members, to work overtime without paying them proper
24 compensation in violation of California Labor Code sections 510 and
25 1198, and the applicable IWC Wage Order, as alleged herein;
- 26 (d) Failing to pay at least minimum wage to Plaintiff and class members in
27 violation of California Labor Code sections 1182.12, 1194, 1197,
28 1197.1, and 1198, and the applicable IWC Wage Order, as alleged

herein;

- (e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein; and
- (g) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

119. At all relevant times herein, 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 containing basic and material payroll information, including, among other things, 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. Labor Code § 2810.5(a)(1)(A)-(C).

120. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

121. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members

1 have suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged
2 herein.

3 122. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
4 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
5 Defendants during a period that commences four years prior to the filing of the initial
6 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
7 Plaintiff and class members; and an award of attorneys’ fees pursuant to California Code of
8 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **TENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

11 **Unfair Business Practices**

12 **(Against all Defendants)**

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

15 124. Defendants are “persons” as defined by California Business & Professions
16 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
17 and/or associations.

18 125. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
19 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
20 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
21 seeks to enforce important rights affecting the public interest within the meaning of Code of
22 Civil Procedure section 1021.5.

23 126. Defendants’ activities, namely Defendants’ company-wide practice and/or
24 policy of not paying Plaintiff and class members all meal and rest period premiums due to
25 them under Labor Code section 226.7, deprived Plaintiff and class members of the
26 compensation guarantee and enhanced enforcement implemented by section 226.7. The
27 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
28 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*

1 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
2 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
3 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
4 unfair business practice in violation of California Business & Professions Code sections
5 17200, *et seq.* (*Id.*)

6 127. A violation of California Business & Professions Code sections 17200, *et seq.*
7 may be predicated on any unfair business practice. In the instant case, Defendants' policies
8 and practices have violated the spirit of California's meal and rest period laws and constitute
9 acts against the public policy behind these laws.

10 128. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
11 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
12 benefits implemented by section 226.7 withheld and retained by Defendants during a period
13 that commences four years prior to the filing of the initial complaint; a permanent injunction
14 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
15 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
16 Procedure section 1021.5 and other applicable laws; and an award of costs.

17 **REQUEST FOR JURY TRIAL**

18 Plaintiff requests a trial by jury.

19 **PRAYER FOR RELIEF**

20 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
21 against Defendants, jointly and severally, as follows:

22 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
23 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
24 reserves the right to amend his prayer for relief to seek a different amount.

25 **Class Certification**

- 26 2. That this case be certified as a class action;
27 3. That Plaintiff be appointed as the representative of the Class and Subclass;
28 4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

6. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

7. For all actual, consequential, and incidental losses and damages, according to proof;

8. For premiums pursuant to California Labor Code section 226.7(c);

9. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

10. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

13. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code section 226.7(c);

16. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

1 17. For attorneys' fees pursuant to California Code of Civil Procedure section
2 1021.5, or as otherwise provided by law; and

3 18. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 **As to the Third Cause of Action**

6 19. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
8 pay all overtime wages due to Plaintiff and class members;

9 20. For general unpaid wages at overtime wage rates and such general and special
10 damages as may be appropriate;

11 21. For pre-judgment interest on any unpaid overtime compensation commencing
12 from the date such amounts were due, or as otherwise provided by law;

13 22. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
14 California Labor Code section 1194(a); and

15 23. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Fourth Cause of Action**

18 24. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
20 Order by willfully failing to pay minimum wages to Plaintiff and class members;

21 25. For general unpaid wages and such general and special damages as may be
22 appropriate;

23 26. For pre-judgment interest on any unpaid compensation from the date such
24 amounts were due, or as otherwise provided by law;

25 27. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
26 California Labor Code section 1194(a);

27 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

28 29. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2810.5 (by failing to provide notice of material terms of employment);

49. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

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

51. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

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

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

55. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

56. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by

Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

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

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

60. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

61. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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

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1 64. For such other and further relief as the Court may deem equitable and
2 appropriate.

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4 Dated: February 3, 2025

Respectfully submitted,

5 Capstone Law APC

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7 By: Roxanna Tabatabaeepour

8 Roxanna Tabatabaeepour

9 Ryan Tish

Alexander Wallin

10 Attorneys for Plaintiff Jose Rodriguez
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EXHIBIT “1”

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

November 8, 2024

VIA ONLINE SUBMISSION

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

Subject: *Jose Rodriguez v. Nutrien AG Solutions, Inc., et al.*

Dear PAGA Administrator:

This office represents Jose Rodriguez in connection with his claims under the California Labor Code. Mr. Rodriguez was an employee of NUTRIEN AG SOLUTIONS, INC. and/or NUTRIEN US LLC. For the purpose of this letter, Mr. Rodriguez collectively refers to these entities as “NUTRIEN.”

The employers may be contacted directly at the addresses below:

NUTRIEN AG SOLUTIONS, INC.
3005 ROCKY MOUNTAIN AVENUE
LOVELAND, CO 80538

NUTRIEN US LLC
5926 HARVEST LAKE DRIVE
LOVELAND, CO 80538

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

NUTRIEN employed Mr. Rodriguez as an hourly paid, non-exempt Blender Operator and Driver from approximately April 2024 to July 2024. During his employment, Mr. Rodriguez typically worked eight (8) or more hours per day and five (5) or more days per week. At the time his employment ended, Mr. Rodriguez was compensated approximately \$23.00 per hour. As a Blender Operator, his primary job duties included, without limitation, mixing and blending fertilizer, calculating blend sheets, operating plant systems, and handling all aspects of receiving, shipping, and storing fertilizer; as a Driver, his primary job duties included, without limitation, loading fertilizer on delivery vehicle and delivering to clients in the vicinity.

NUTRIEN has committed each of the following Labor Code violations against Mr. Rodriguez, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

NUTRIEN’s Company-Wide and Uniform Payroll and HR Practices

NUTRIEN AG SOLUTIONS, INC. is a Delaware corporation while NUTRIEN US LLC is a Colorado limited liability company. Together, they operate an agricultural crop-input business in North America, offering customers complete agriculture solutions, including nutrients, crop protection products, seed, digital tools, and agronomic advice to growers with 63 locations in California. Upon information and belief, NUTRIEN maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Loveland, Colorado, for all non-exempt, hourly paid employees working for NUTRIEN in California, including Mr. Rodriguez and other aggrieved employees. At all relevant times, NUTRIEN issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Rodriguez and other aggrieved employees, regardless of their location or position.

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

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 Industrial Welfare Commission (“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

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

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 period, on information and belief, NUTRIEN had, and continues to have, company-wide policies and/or practices of understaffing its facilities while assigning heavy workloads, resulting in a failure to provide Mr. Rodriguez and other aggrieved employees with adequate meal period coverage. Because NUTRIEN did not employ or staff a sufficient number of employees to meet the fulfillment demand, there was no one available to relieve employees needing meal period coverage, and Mr. Rodriguez and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, NUTRIEN, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Mr. Rodriguez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Rodriguez and other aggrieved employees have 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, Mr. Rodriguez was sometimes required to miss his meal periods in order to fulfill rush orders from priority clients. When he was able to take a meal period, Mr. Rodriguez sometimes took his meal periods late, after having worked in excess of five (5) hours into his shift, in order to finish his assigned duties. Further, Mr. Rodriguez occasionally had his meal periods interrupted due to customers arriving at the facility during his meal periods to pick up their orders so Mr. Rodriguez would spend time loading product and assisting customers.

Second, in conjunction with NUTRIEN's policy and/or practice of understaffing, on information and belief, NUTRIEN maintained and implemented a company-wide on-premises meal period policy for Driver employees, which mandated that Mr. Rodriguez and other aggrieved employees remain near their delivery vehicles during meal periods because NUTRIEN did not allow for the company vehicles loaded with product to be left unattended. Because Mr. Rodriguez and other aggrieved employees were restricted from leaving their delivery vehicles during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, NUTRIEN effectively maintained control over Mr. Rodriguez and other aggrieved employees during meal periods.

Third, NUTRIEN did not provide Mr. Rodriguez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Rodriguez sometimes worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Rodriguez 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.

At all times herein mentioned, NUTRIEN knew or should have known that, as a result of these policies, Mr. Rodriguez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. NUTRIEN further knew or should have known that NUTRIEN did not pay Mr. Rodriguez and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, NUTRIEN engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Rodriguez and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, NUTRIEN failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NUTRIEN 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, NUTRIEN regularly failed to authorize and permit Mr. Rodriguez 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, NUTRIEN's company-wide practices of understaffing while assigning heavy workloads prevented Mr. Rodriguez and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, NUTRIEN failed to schedule rest periods, which, coupled with NUTRIEN's failure to provide adequate rest period coverage, further led to Mr. Rodriguez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, NUTRIEN maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Rodriguez and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Rodriguez 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, NUTRIEN effectively maintained control over Mr. Rodriguez and other aggrieved employees during rest periods.

As a result of NUTRIEN's practices and policies, Mr. Rodriguez 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, throughout his employment, Mr. Rodriguez had to forgo his rest periods entirely due to the heavy workload and lack of sufficient rest period coverage.

NUTRIEN has also 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. Rodriguez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, NUTRIEN failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NUTRIEN 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 §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable 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.

NUTRIEN willfully failed to pay all overtime wages owed to Mr. Rodriguez and other aggrieved employees. During the relevant time period, Mr. Rodriguez 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.

As set forth above, NUTRIEN's company-wide policies and/or practices of understaffing its locations while assigning heavy workloads resulted in a failure to provide Mr. Rodriguez and other aggrieved employees with adequate meal period coverage because there were too few employees on duty to handle the workload and fulfill priority orders. Because NUTRIEN did not employ or staff a sufficient number of employees to meet priority order demand, there was no one available to relieve employees needing meal period coverage, and Mr. Rodriguez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, NUTRIEN had a practice of failing to schedule meal periods, which further caused Mr. Rodriguez and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Mr. Rodriguez and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle priority order demand, time for which they were not paid.

NUTRIEN knew or should have known that as a result of these company-wide practices and/or policies, Mr. Rodriguez and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Rodriguez and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Rodriguez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

NUTRIEN's failure to pay Mr. Rodriguez 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. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NUTRIEN 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 IWC Wage Order No. 1-2001 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, § 11010(2)(G) (defining "Hours Worked").

As set forth above, due to NUTRIEN's policies and/or practices of understaffing its locations while assigning heavy workloads and failing to schedule meal periods, Mr. Rodriguez and other aggrieved employees were impeded 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, including receiving phone calls, and/or were otherwise not relieved of all duties during unpaid meal periods.

Thus, NUTRIEN did not pay minimum wages for all hours worked by Mr. Rodriguez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NUTRIEN 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, NUTRIEN regularly failed to pay at least minimum wages to Mr. Rodriguez 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. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NUTRIEN 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(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. NUTRIEN has not provided Mr. Rodriguez 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, NUTRIEN has knowingly and intentionally provided Mr. Rodriguez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NUTRIEN issued uniform wage statements to Mr. Rodriguez 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, NUTRIEN violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NUTRIEN did not record the time Mr. Rodriguez and other aggrieved employees spent working off the clock, NUTRIEN did not list the correct amount of gross wages and net wages earned by Mr. Rodriguez and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, NUTRIEN failed to accurately list the total number of hours worked by Mr. Rodriguez 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 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). At all relevant times, and in violation of Labor Code section 1174(d), NUTRIEN willfully failed to maintain accurate payroll records for Mr. Rodriguez 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.

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, NUTRIEN engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Rodriguez and other aggrieved employees, in violation of section 1198. Also, in light of NUTRIEN’s failure to provide Mr. Rodriguez and other aggrieved employees with second 30-minute meal periods to which they were entitled, NUTRIEN kept no records of meal start and end times for second meal periods.

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

Mr. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NUTRIEN 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.

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

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

During the relevant time period, NUTRIEN failed, on a company-wide basis, to provide written notice to Mr. Rodriguez and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). NUTRIEN's failure to provide Mr. Rodriguez and other aggrieved employees with written notice of basic information regarding their employment with NUTRIEN is in violation of California Labor Code section 2810.5.

Mr. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NUTRIEN into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 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.” NUTRIEN, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Rodriguez’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Rodriguez 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 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Rodriguez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive for himself, all other aggrieved employees, and the State of California against NUTRIEN 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, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Rodriguez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

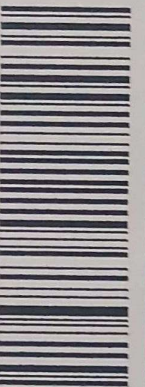
Best Regards,



Ninel Kocharyan

Copy: NUTRIEN AG SOLUTIONS, INC. (via U.S. Certified Mail); NUTRIEN US LLC (via U.S. Certified Mail)

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



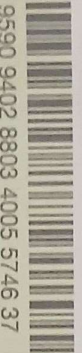
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3005 ROCKY MOUNTAIN AVENUE
LOVELAND, CO 80538

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LOVELAND, CO 80538

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

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

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NUTRIEN US LLC
5926 HARVEST LAKE DRIVE
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **February 3, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

CHRISTOPHER W. DECKER
Christopher.decker@ogletree.com
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Los Angeles, CA 90071
T: (213)239-9800
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Attorneys for Defendants
NUTRIEN AG SOLUTIONS, INC. AND
NUTRIEN US LLC

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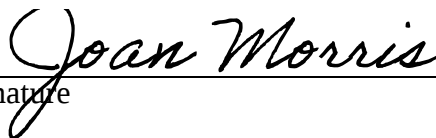
☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 3, 2025**, at Los Angeles, California.

Joan Morris

Type/Print Name



Signature