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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

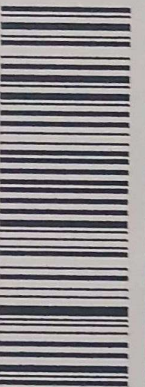
Best Regards,



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



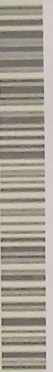
7022 2410 0000 2265 0779

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

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



9590 9402 8803 4005 5746 37

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0779

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
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001

Domestic Return Receipt

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

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Certified Mail Fee

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

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

7022 2410 0000 2265 0779

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

7022 2410 0000 2265 0762

NUTRIEN US LLC
5926 HARVEST LAKE DRIVE
LOVELAND, CO 80538

7022 2410 0000 2265 0762

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

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5926 HARVEST LAKE DRIVE
LOVELAND, CO 80538



9590 9402 8803 4005 5746 20

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COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery