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Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

Taylor Fresh Foods, Inc.
Taylor Farms Southern California, Inc.
150 Main Street, Suite 400
Salinas, California 93901

Re: Notice Pursuant to California Labor Code § 2699.3

To Taylor Fresh Foods, Inc., Taylor Farms Southern California, Inc. and Representatives of the LWDA:

My office represents Ms. Regina Arias (" Ms. Arias"), a former, non-exempt employee of Taylor Fresh Farms, Inc. and Taylor Farms Southern California, Inc. Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 8-2001[1], which Ms. Arias allege that Taylor Fresh Farms, Inc., Taylor Farms Southern California, Inc., and any and all related entities (collectively, "Employers"), have violated, including the facts and theories to support the alleged violations.

Ms. Arias hereby provides this notice to Employers pursuant to California Labor Code § 2699.3. In that respect, my firm is investigating a potential representative action on behalf of all current and former non-exempt employees of Employers ("aggrieved employees") in the State of

[1]Hereinafter, when reference is made to IWC Wage Order No. 8-2001, it shall include reference to corresponding sections of IWC Wage Order No. 13-2001, IWC Wage Order No. 14-2001 and any other Wage Orders that are or may be applicable.

California regarding Employers' unlawful policies and practices with respect to their employment, and more specifically, violations of California wage and hour laws, as described in detail below.

Please be advised that this letter constitutes written notice required by Labor Code §2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employers in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employers, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the California Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employers and any and all related and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This letter also serves as notice of Ms. Arias's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Arias's employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

PRELIMINARY STATEMENT

Among other things, Ms. Arias allege that Employers are liable for the following: failure to provide meal and rest periods to aggrieved employees, in violation of California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197 and Wage Order No. 8-2001, §§ 11-12 (including requiring employees to carry cell phones during meal periods, and not permitting aggrieved employees to leave the work premises); failure to provide recovery periods as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395; failure to pay one additional hour of compensation to aggrieved employees at their regular rates of pay for each work day that a meal, recovery or rest period is not provided, in violation of California Labor Code § 226.7 and Wage Order No. 8-2001, §18 (including the failure to pay premium payments at the regular rate of pay); failure to pay aggrieved employees overtime wages, and failure to properly calculate overtime wages, in violation of California Labor Code §§ 510, 1194, 1198, and

Wage Order No. 8-2001, § 3 (including off the clock work, failing to pay for travel time, not paying at the regular rate based upon nondiscretionary bonus payments, failing to pay for training time, rounding, editing/manipulating time entries, pre-and post-shift work, including but not limited to, failure to pay minimum and straight time wages to aggrieved employees, failure to pay split shift premiums and reporting time page, in violation of California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001, § 4; failure to timely pay aggrieved employees all wages due, in violation of California Labor Code §§200, 204 and 210; willful failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code §§ 201, 202 and 203; unlawfully collecting or receiving from non-exempt employees wages paid, in violation of Labor Code §221; failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code §§ 226, 1174, and 1174.5; failure to maintain required records of aggrieved employees, in violation of California Labor Code §§ 1174, 1174.5, and Wage Order No. 8-2001, § 7; failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code § 2802; failure to implement a workplace violation policy, in violation of Labor Code §§6401.7 and 6401.9; and the failure to comply and implement a Heat & Temperature Illness Program, in violation of Labor Code §§6721, Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard.

FACTS AND THEORIES

Ms. Arias was hired by Employers as a Laborer at Employers' facility located at 1975 East Locus Street, Orange, California 91761. Ms. Arias began his employment with Employers from on or about January 28, 2925, through July 8, 2026. Ms. Arias' duties included inspecting dressing packets prior to packaging, stacking the packets, preparing pallets to be refrigerated, conducting quality checks, and other duties as assigned by Employers.

Ms. Arias, on behalf of herself and all other aggrieved employees during the one (1) year preceding the date of this notice letter who were employed by Employer in the State of California and provides notice to Employers of the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512, 558 and IWC Order No. 8-2001, § 11, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Non-exempt employees are also entitled to two (2) meal periods of not less than thirty (30) minutes for a work period longer than ten (10) hours. An employer is required to pay one (1) hour of compensation for each missed or non-compliant meal periods to its non-exempt employees.

Employers regularly did not allow their non-exempt employees, including Ms. Arias, to take a full thirty (30) minute meal period, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). Among other things, Employers also did not properly notify their non-exempt employees of their rights under California law to take timely, uninterrupted meal periods (including the right to second meal periods during shifts of longer than ten (10) hours), and thus, aggrieved employees like Ms. Arias were left in the dark as to when or for how long they could take their meal periods. Employers also implemented an unlawful meal period policy by compensating non-employment employees for interrupted meal periods only for their actual work time, as opposed to paying them legally required premium payments.

Moreover, Employers required aggrieved employees to work through their meal periods and maintaining control over aggrieved employees while they attempted to take their thirty (30) minute meal periods (not allowing aggrieved employees to work their work locations, requiring aggrieved employees and walkie-talkies); and other methods to be discovered.

To the extent Employers had any type of policy regarding the provision of meal periods to their non-exempt employees, Employers' policies and procedures would actively discourage such meal periods. Employers consistently denied Ms. Arias and the other aggrieved employees compliant meal periods forcing Ms. Arias to skip his meal periods, take his meal periods after working longer than five (5) hours, perform work during his meal periods, return to work after taking less than a thirty (30) minute meal period or miss his meal periods entirely.

Employers further violated California Labor Code § 226.7 and IWC Wage Order No. 8-2001 by willfully failing to compensate Ms. Arias and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided, alternatively, Ms. Arias and the other aggrieved employees are entitled to penalties pursuant to IWC Wage Order No. 8-2001, § 18, based upon this violation.

II. Rest Period Violations

Employers failed to authorize and permit Ms. Arias and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 8-2001, § 12. California Employers are required to provide a ten (10) minute rest period for every four hours worked or "major fraction" thereof. Further, California Employers are required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

As with meal periods, Employers' policies and practices caused Ms. Arias and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving

them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken. This was the result of systematic understaffing and unrealistic project goals and deadlines. For example, Ms. Arias was constantly busy working and performing her job duties such that she could not take complete and uninterrupted rest periods. In addition, Employers did not adequately notify aggrieved employees of their rights to take rest periods and systematically denied them the opportunity to take rest periods. Employers also maintained complete control over the aggrieved employees when they attempted to take rest periods (not allowing aggrieved employees to work their work locations, requiring aggrieved employees to carry walkie-talkies). Finally, Employers required Ms. Arias and other aggrieved employees to done and doff their uniforms and safety equipment during their rest periods, and other methods yet to be discovered.

Employers have further violated California Labor Code § 226.7 and IWC Wage Order No. 8-2001, § 18 by failing to pay Ms. Arias and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided, alternatively, Ms. Arias and the other aggrieved employees are entitled to penalties pursuant to IWC Wage Order No. 8-2001, §18, based upon this violation.

III. Recovery Period Violations

Employers failed to provide recovery periods to the aggrieved employees as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Employers are required to provide recovery or "cooldown" periods to non-exempt employees, who are working outdoors, in order to prevent heat illness. Further, Employers are required to pay one (1) additional hour of compensation at the non-exempt employee's regular rate of pay for each workday in which the recovery period is not provided.

Ms. Arias and the other aggrieved employees worked and continue to work outdoors. This work is frequently performed over the course of many hours in heat exceeding 85 degrees Fahrenheit. Despite these work conditions, Employers failed to implement any policy or practice of providing proper recovery periods to their non-exempt employees.

Employers similarly failed to make any efforts to comply with heat illness prevention regulations by providing proper places of shade for recovery periods or by supplying sufficient amounts of drinking water. There have been many days when Employers did not provide aggrieved employees with any water, and aggrieved employees had no knowledge they were entitled to take recovery periods and thus they never took them.

Employers further violated California Labor Code § 226.7 by failing to pay aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a

recovery period was not provided.

IV. Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001, § 3, Employers are required to compensate Ms. Arias and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Arias and other aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1194 and IWC Wage Order No. 8-2001. Employers failed to compensate Ms. Arias and other aggrieved employees for all overtime hours worked by simply not paying them any overtime, even though they worked shifts in excess of 8 hours and worked well over 40 hours in a workweek. Employers also fail to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, not including the value of bonuses, and other forms of compensation in the calculation of overtime; requiring, permitting or suffering Ms. Arias and other aggrieved employees to work off the clock; requiring, permitting or suffering Ms. Arias and other aggrieved employees to work through meal and rest periods but not compensating them for this time, rounding time worked by Ms. Arias and the other aggrieved employees in such a manner that is favorable to Employers, failing to include this time in all hours worked; illegally and inaccurately, recording time that Ms. Arias and other aggrieved employees worked; rounding time worked by Ms. Arias and the other aggrieved employees in such a manner that is favorable to Employers, failing to pay the regular rate of pay based upon nondiscretionary bonus payments; and other methods to be discovered. Further, Employers failed to pay Ms. Arias and the other aggrieved employees overtime wages at the rate of time and a half; and other methods yet to be discovered.

Employers refused to perform their obligations to compensate Ms. Arias and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order No. 8-2001, § 3.

V. Failure to Pay Minimum Wages and Straight Time Wages

Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 8-2001, § 4, payment to a non-exempt employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Employers failed to pay Ms. Arias and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Ms. Arias and other aggrieved employees to work off the clock; requiring, permitting or suffering Ms. Arias and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; illegally and inaccurately recording time that Ms. Arias and other aggrieved employees worked; failing to pay for training time; rounding and/or manipulating time cards; failing to pay for pre-work and post-work (including donning and doffing uniforms and safety equipment), failing to pay split shift premiums and reporting time pay; and other methods to be discovered. As a result, Employers failed to pay Ms. Arias and the other aggrieved employees all minimum and straight time wages earned.

VI. Failure to Timely Pay All Wages Earned

Employers violated California Labor Code §§200, 204 and 210. California Labor Code §200 provides an employer must compensate and employee for wages earned based upon the employee's labor. Further, California Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Next, California Labor Code §210 provides that an employer is liable for penalties in the amount of one hundred dollars ($100) for each failure to pay each employee, and for each subsequent violations, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee in addition to twenty-five (25) percent of the amount unlawfully withheld.

Employers failed to pay Ms. Arias, and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Ms. Arias, and other aggrieved employees for work they performed off the clock; failing to pay them proper overtime and minimum wages; failure to pay premium payments for noncompliant meal periods and missed rest periods; requiring them to work through their meal and rest periods without proper compensation and/or remuneration; failing to pay the regular rate of pay; failing to reimburse them for employment-related expenses; and other methods to be discovered. Employers knew they were required to pay Ms. Arias, and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet it willfully and knowingly failed to do so.

VII. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, California Employers are required to pay

all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, a California employers are required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 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.

California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Because Employers, among other things, has required Ms. Arias and other aggrieved employees to work off the clock without compensation, has required them to work through their meal and rest periods without proper compensation and/or remuneration, failed to pay premium payments for missed/noncompliant meal and rest periods; and have illegally rounded the time worked by Ms. Arias and other aggrieved employees by rounding the time they worked in a one-sided manner in favor of Employers, they have willfully failed and continues to fail to pay wages due to Ms. Arias and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VIII. Unlawful Withholding of Wages, Vacation Pay and Failure to Pay at Separation

Labor Code §221 provides it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Further, Labor Code §227 provides that it is unlawful if an employer has made withholdings from an employee's wages pursuant to state, local, or federal law, or has agreed with any employee to make payments to a health or welfare fund, pension fund, or *vacation plan*, or other similar plan for the benefit of the employees, or a negotiated industrial promotion fund, or has entered into a collective bargaining agreement providing for these payments, it shall be unlawful for that employer willfully or with intent to defraud to fail to remit the withholdings to the proper agency or to fail to make the payments required by the terms of that agreement.

Moreover, Labor Code §227.3 provides whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon separation of employment. Here, Employers wrongfully

withheld some or all vacation pay earned and payable to Ms. Arias and the other aggrieved employees.

IX. Failure to Maintain Required Records

Employers failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 8-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and provide accurate itemized statements that reflect all compensation and remuneration owed and due to them. Employers have knowledge that it is not providing its non-exempt employees with proper meal, recovery and rest periods but omit from the wage statements such compensation and/or remuneration. Additionally, Employers require aggrieved employees to work through meal and rest periods and work off the clock and fails to record this time or compensate them for this time.

X. Failure to Furnish Accurate Itemized Wage Statements

Employers fail to provide Ms. Arias and other aggrieved employees with timely, accurate, and itemized wage statements (i.e., pay stubs) in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Ms. Arias and other aggrieved employees, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, premium pay for missed meal, recovery and rest periods, all in violation of California Labor Code § 226 and IWC Wage Order No. 8-2001, § 7.

Here, Employers failed to provide Ms. Arias with a wage statement. Ms. Arias is informed and believes other aggrieved were also not provided with wage statements. In addition, when Employers did issue wage statements, Employers' wage statements violate California Labor Code § 226 because they omit required information. Employers have not been providing Ms. Arias and other aggrieved employees with proper meal and rest periods but intentionally fails to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each missed or non-compliant meal, recovery and rest periods, and the wage statements include Employers' estimates of hours worked by Ms. Arias and the other aggrieved employees and fail to depict the actual hours they worked. In addition, inaccurately list the amounts of hours worked by Ms. Arias and the other aggrieved employees overtime based upon off their clock work, Employers' improper rounding practices resulting in inaccurate wages earned by Ms. Arias and the other aggrieved employees, fail to provide or list or identify accrued vacation hours; and other methods yet to be discovered.

XI. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code § 2802(a) requires California Employer to indemnify non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

Employers failed to indemnify Ms. Arias and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employers in violation of California Labor Code § 2802. Employers failed to properly indemnify Ms. Arias and other aggrieved employees for use of their personal cell phones, uniforms, mileage reimbursement for using their own vehicles for work related purposes, and other unreimbursed expenses which they used regularly for work purposes.

XII. Failure to Implement a Workplace Violence Prevention Policy

California Labor Code §§6401.7 and 6401.9 required Employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Employers were required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records of workplace violence hazard identifications, evaluations, and correction must be created and maintained for a minimum of five years; training records must be created and maintained;. incident logs; and records of workplace violence incident investigations under must be maintained.

Here, Employers willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Ms. Arias and the other aggrieved employees are entitled to recover penalties up to $25,000 for serious violations, and up to $158,727 for "willful" violations based upon Employer's failure to implement a workplace violence protection policy. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

XIII. Failure to Implement an Indoor/Outdoor Heat Prevention Policy

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, "Heat Illness Prevention in Indoor Places of Employment". This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024.

Here, Employers failed to maintain adequate temperatures which created excessive heat or humidity exposing Ms. Arias and the other aggrieved employees to temperature related hazards. Employers failed to maintain a comfortable working environment. In particular, during Ms. Arias's employment at Employers, she is not aware of the existence of a heat prevention policy as she was not provided with a policy or required to sign acknowledgement confirming the existence of such a policy.

Employers failed to comply with the mandates of the new OSHA regulations and California law. The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the applicable Wage Orders States the following:

> "***15. Temperature***
>
> *(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.*
>
> *(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort."*

Pursuant to California Labor Code §6721, Employers were mandated to implement indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employers failed to implement Indoor Heath Prevention policies for Ms. Arias and the aggrieved employees at its hotels throughout the State of California.

Section 3396 required Employers to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employers failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Ms. Arias and the other aggrieved employees.

Employers' failure to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to $25,000 for each serious violation. Any employer that operates without an injury prevention program can be assessed heightened penalties of up to $124,708. See, California Labor Code

§6429.

DEMAND

This notice shall further represent Ms. Arias's reasonable attempt to settle his dispute with Employers prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Employers of Ms. Arias's aforementioned grievances and the proposed remedies as detailed below, while affording Employers a reasonable opportunity to meet Ms. Arias's demands.

Demand is hereby made that Employers shall agree, in writing by providing notice to this firm no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Ms. Arias and all other aggrieved employees employed by Employers at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, demand is hereby made that Employers shall agree to comply with all California wage and hour laws as described herein and ensure that its hourly aggrieved employees are paid proper overtime compensation and given required meal and rest periods. In addition, the following demands are hereby made:

1. Employers shall agree to conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of meal and rest periods each employee missed during their work shifts, with the investigation to be completed within thirty (30) days;

2. Employers shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal or rest period, as required by California Labor Code § 226.7 and the applicable wage order;

3. Employers shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to California Labor Code §§ 510, 1194, 1198, and Wage Order No. 8-2001, § 3;

4. Employers shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employers pursuant to California Labor Code § 2802;

5. Employers shall further agree to cure their wage statement violations by providing fully compliant, itemized wage statements, to each and every aggrieved employee for each pay period for one (1) year prior to the date of this notice letter;

6. Employers shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein;

7. Implement an Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396 indoor and outdoor temperature policy, within thirty (30) days of this Notice;

8. Employers shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid wages; and

9. Employers shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq.*

Employers shall further agree to pay all statutory and civil penalties arising from the violations of the Labor Code and IWC wage order sections referenced herein, including but not limited to Labor Code §§ 2698 *et seq*. (PAGA), 200, 204, 210, 218.5, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2802, 2699, Wage Order Nos. 8-2001, 13-2001, 14-2001, § 20, and all other applicable IWC Wage Orders. Employers shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein. Ms. Arias, on behalf of the State of California, reserves all rights to pursue injunctive and declaratory relief pursuant to Labor Code §§2699 (e)(1) and (k)(1) in any action.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice, via United States Certified Mail to:

THE WHEELER LAW FIRM, APC
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Very Truly Yours,

SCOTT ERNEST WHEELER

SEW/cc