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TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION
OCT 13 2025
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CASE MANAGEMENT CONFERENCE
Hearing Date: JAN 26 2026
Time: 8:30 AM
Department: 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

STATE OF CALIFORNIA ex rel. EVELIA CAZARES, as Private Attorney General, Plaintiff, vs. **TITAN AG SERVICES, INC.**, a California corporation; **MORNINGSTAR FARMING, INC.**, a California corporation; and **DOES 1-50,** Defendants.	Unlimited Jurisdiction Case No.: 326874 **COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004** BY FAX

Plaintiff Evelia Cazares ("Plaintiff"), on behalf of herself, all other similarly aggrieved employees of Defendants, and the State of California, complains and alleges as follows:

INTRODUCTION

1. Plaintiff, as a proxy for the State of California, brings a representative law enforcement action under the Private Attorneys General Act of 2004, Labor Code Section 2698 et seq. ("PAGA"), to recover civil penalties against Defendant Titan Ag Services, Inc., Defendant Morningstar Farming, Inc., and DOES 1-50. Defendant Titan Ag Services, Inc., Defendant Morningstar Farming, Inc., and the DOE Defendants are collectively referred to herein as "Defendants." Section 2699(f) establishes civil penalties for violations of the California Labor Code provisions that do not contain their own civil penalties. In a representative capacity, on behalf of the State of California and other aggrieved employees, Plaintiff seeks to recover civil penalties (65% payable to the Labor Workforce Development Agency (the "LWDA") and 35% payable to aggrieved employees) owed by Defendants under Labor Code Section 2699 for Defendants' failure to pay minimum, failure to reimburse business expenses, failure to provide legally compliant wage statements, and failure to timely pay all wages upon cessation of employment.

JURISDICTION AND VENUE

2. Venue is proper in the County of Tulare because Defendants operate in Tulare County, work was performed by Plaintiff and aggrieved employees for Defendants in Tulare County, and the legal obligations of Defendants to Plaintiff and other aggrieved employees were breached throughout California, including in Tulare County.

3. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California, Defendants are qualified to do business in California and Defendants regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

THE PARTIES

A. Plaintiff

4. Plaintiff is over the age of eighteen, and at times mentioned in this complaint, was

a resident of California. During the one-year period preceding the notification of claims under PAGA to Defendants and the LWDA, Plaintiff was employed by Defendants on a seasonal basis as a farm worker in Tipton, California. Defendants employed Plaintiff from approximately 2019 to on or around May 14, 2025.

5. Ms. Cazares is not suing in her individual capacity; she is proceeding herein solely under PAGA, on behalf of the State of California for all aggrieved employees, including herself and other aggrieved employees. She is not asserting an individual PAGA case in this action. See *Balderas v. Fresh Start Harvesting, Inc.*, (2024) 101 Cal. App. 5th 533, 536. Aggrieved Employees are persons who, at any time since the date one year before the date of Plaintiff's letter notifying Defendants and the LWDA of the alleged violations, worked as non-exempt employees for Defendants in California and were subjected to the following violations of California law: Labor Code Sections 201, 203, 226, 512, 558, 1194, 1197, and 2802 and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including, Wage Order 14-2001.

6. As such, Plaintiff appears in this action as an aggrieved employee and on behalf of all other similarly situated aggrieved employees and the State of California.

B. <u>Defendants</u>

7. Plaintiff is informed and believes, and thereon alleges, that Defendant Titan Ag Services, Inc. owns and operates a farm labor service that provides farm labor services to growers around California, including to Defendant Morningstar Farming, Inc.

8. Plaintiff is informed and believes, and thereon alleges, that Defendant Morningstar Farming, Inc. is an agricultural grower in Tulare County who receives farm labor services from Defendant Titan Ag Services.

9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when

ascertained.

10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of one or more of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to one or more of the other Defendants.

FACTS RELEVANT TO PLAINTIFF'S CLAIMS

Unpaid Minimum and Overtime Wages

11. Throughout Plaintiff's employment, Defendants employed Plaintiff and other similarly aggrieved non-exempt employees subject to Labor Code Sections 510, 512, 1194, 1197, 2802 and the applicable Industrial Welfare Commission Wage Orders, including Wage Order 14-2001. Under Labor Code Section 1197 and subsection 4 of Wage Order 1, Plaintiff and other similarly aggrieved employees were entitled to receive minimum wages for all hours worked. Likewise, Section 3 of Wage Order 14-2001 entitled Plaintiff and other similarly aggrieved employees to overtime wages for all hours worked over 8 hours per day or 40 hours per week. Defendants failed to pay all wages for all hours worked in violation of Labor Code Sections 1194 and 1197 and Wage Order 14-2001.

12. Defendants' violations of the applicable Wage Orders constitute a violation of Labor Code Section 558, which imposes civil penalties upon an employer for violations of any provisions regulating hours and days of work in any order of the IWC. Labor Code Section 558(a)(1), (2). Defendants' violations of Wage Order 14-2001 (3) and (4) also constitute violations of Labor Code Sections 1198 and 1199, which prohibit employment under conditions of labor that violate the IWC Wage Orders and subject Defendants to additional civil penalties. See Wage Order 14-2001(20).

13. As detailed below, Defendants suffered and permitted Plaintiff and other similarly aggrieved employees to perform several work-related pre-shift tasks before the employees clocked in for their shifts. However, Defendants only compensated Plaintiff and other similarly aggrieved employees according to the time they were clocked in. As a result of the various off-the-clock

work and Defendants' clock-in procedures, Plaintiff and other similarly aggrieved employees spent time each day performing work-related tasks without being compensated, as described below.

14. Exercises and Escuelas: Prior to the start of their shift and before clocking in, Plaintiff and other similarly aggrieved employees were required to participate in stretches and exercises before beginning their work in order to reduce their risk of injury. After their exercises and stretches were done, Plaintiff and other similarly aggrieved employees were required to attend pre-shift "escuelas" where they received directions and training for the day from a foreman or supervisor.

15. Clocking in: After the completion of the exercises and escuelas described above, Plaintiff and other similarly aggrieved employees would clock in. The time spent waiting to clock in and the procedure to do so varied depending on the time of the year.

16. Between the months of April to July, the shift start time for Plaintiff and other similarly aggrieved employees was at 6:30 a.m. Defendants programmed the time clock such that it functioned no sooner than 6:30 a.m. and no later than 6:32 a.m. Because there was only one time clock for over 30 workers, Plaintiff and other similarly aggrieved employees had to form a line prior to the start time to ensure being able to clock in during the two-minute window. Additionally, Defendants expected Plaintiff and other similarly aggrieved employees to be in line no less than 10 minutes prior to the scheduled start time. However, Defendants did not start compensating Plaintiff and other similarly aggrieved employees until they clocked in.

17. During the grape picking season, which was typically between the months of August through November, the shift start time for Plaintiff and other similarly aggrieved employees was at 6:00 a.m. After the completion of the aforementioned pre-shift exercises and escuelas, and about ten minutes prior to the scheduled start time, Plaintiff and other similarly aggrieved employees were required to start walking to the packing facility, which took around five minutes, and be in their workstations and ready to work by 6:00 a.m. Plaintiff and other similarly aggrieved employees then spent an additional five minutes in their workstations waiting for the

shift to start. Rather than allowing them to clock in themselves, Defendants required that Plaintiff and other similarly aggrieved employees leave their timecards near the time clock so that Defendants could clock in for them. However, Defendants did not clock Plaintiff and other similarly aggrieved employees in until 6:00 a.m.

18. Defendants compensated Plaintiff and similarly aggrieved employees for only the time they were clocked in. Plaintiff and other similarly aggrieved employees were owed minimum or overtime wages for the time they spent participating in required stretching and exercises, attending escuelas, waiting in line to be able to clock in, walking over to the packing facility or waiting for the scheduled start time to begin.

Failure to Reimburse Business Expenses

19. Pursuant to California Labor Code Section 2802:

> An employer shall indemnify his or her employee 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.

20. During their employment by Defendants, Plaintiff and other similarly aggrieved employees had to use gloves, scissors, and writing instruments to perform their job duties which were not provided by Defendants. Plaintiff and other similarly aggrieved employees purchased their own gloves, scissors, and writing instruments. Defendants did not reimburse Plaintiff and other similarly aggrieved employees for the cost of gloves, scissors, and writing instruments.

Inaccurate Wage Statements

21. Labor Code Section 226(a) requires employers to furnish accurate itemized wage statements in writing that show, inter alia, "(1) gross wages earned, (2) total hours worked…"

22. Plaintiff and other and similarly aggrieved employees of Defendants received wage statements that did not list all hours worked and all wages earned, including the minimum and overtime wages discussed above. As the above infractions explain, Plaintiff and similarly aggrieved employees were entitled to minimum and overtime wages that were not paid and,

therefore, are entitled to penalty payments pursuant to Labor Code Section 226.

Unpaid Final Wages

23. Throughout Plaintiff's employment, Defendants employed Plaintiff and other similarly aggrieved employees on a seasonal basis. On information and belief, there were two seasons per year, the first season occurring from April to July and the second season (the grape picking season) occurring two to four weeks later from August to November. On information and belief, many employees would often return to work season after season for many years. Some only worked a few or only one season.

24. At all relevant times, Plaintiff and other similarly aggrieved employees were covered by Labor Code Section 201 and were "discharged" at the end of their seasonal work within the meaning of Labor Code Section 201.

25. Pursuant to Labor Code Section 201, Defendants owed Plaintiff and other similarly aggrieved employees immediate payment of their final wages at the time of each of their discharges. However, Defendants did not pay end-of-season final wages at the time of discharge. Instead, aggrieved employees received their wages on the Thursday following the end of the season (the regular pay date) or some other day after their last day of the season worked. Defendants therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201.

26. Pursuant to Labor Code Section 203, Plaintiff and other similarly employed individuals are entitled to continuation of their wages, from the day of each discharge they experienced until the wages were paid, up to a maximum of thirty (30) days per discharge

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiff, Aggrieved Employees, and the State of California against All Defendants)

27. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

28. At all times relevant to this action, Plaintiff and other aggrieved employees were

"aggrieved employees" within the meaning of Labor Code Section 2699.

29. Defendants' conduct as described herein, arising from Defendants' failure to pay minimum and overtime wages, failure to reimburse business expenses, failure to provide legally compliant wage statements, and failure to timely pay all wages upon cessation of employment constitute violations of Labor Code 201, 203, 226, 512, 558, 1194, 1197, and 2802 and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including, Wage Order 14-2001.

30. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

31. Plaintiff has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated July 31, 2025, Plaintiff gave written notice to the LWDA via its online filing system and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the July 31, 2025 letter is attached hereto as **Exhibit 1**. To date, more than 65 days after the postmark date of July 31, 2025, the LWDA has not advised Plaintiff that it intends to investigate Plaintiff's allegations.

32. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved Employees are entitled to civil penalties for Defendants' violations of the Labor Code and the applicable IWC Wage Orders, including Wage Order 14, in the amount of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code Section 2699(i), 65% of the civil penalties recovered shall be distributed to the LWDA, and 35% shall be distributed to the aggrieved employees.

33. Labor Code Section 226.3 imposes a civil penalty 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 deduction statement or fails to keep

the records required in subdivision (a) of Section 226. This civil penalty is in addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code Section 226(a).

34. Likewise, Labor Code Section 558 imposes a civil penalty of $50 for each aggrieved employee per pay period for the initial violation, and $100 per pay period for each subsequent violation, for violating provisions of IWC Wage Orders which regulate hours and days of work. This civil penalty is in addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code Section 2699 for a violation of Labor Code Section 558.

35. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of the State of California and all other similarly aggrieved employees, prays for relief and judgment against Defendants as follows:

1. Civil penalties under Labor Code Section 2699 (65% payable to the LWDA and 35% payable to aggrieved employees);
2. Civil penalties under Labor Code Sections 226.3, 558, and 1174.5;
3. Costs;
4. Reasonable attorney's fees; and
5. Such other and further relief as this Court may deem just and proper.

Dated: October 6, 2025

MOSS BOLLINGER, LLP

By: ______________________
Jeremy F. Bollinger
Attorneys for Plaintiff Evelia Cazares

EXHIBIT 1

Moss Bollinger LLP

JEREMY F. BOLLINGER
310.982.2984/fax: 310.861.0389
jeremy@mossbollinger.com

July 31, 2025

VIA PAGA ONLINE FILING

Secretary Stewart Knox
Labor & Workforce Development Agency
PAGA ADMINISTRATOR
1515 Clay Street, Ste. 801
Oakland, California 94612

VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Teresita Cantorna Picar
c/o Titan Ag Services, Inc.
174 S. Burnett Rd.
Tipton, California 93272

Joel O. Picar
c/o Morningstar Farming, Inc.
174 S. Burnett Rd.
Tipton, California 93272

Re: Notice pursuant to Labor Code Section 2699.3(a)(1) to Labor Code Private Attorneys General Act ("PAGA")

Employers: Titan Ag Services, Inc.; and Morningstar Farming, Inc.

Employee: Evelia Cazares, on behalf of herself and all current and former employees of Morningstar Farming who were employed by and assigned their work by Titan Ag Services, Inc.

Dear Secretary Knox:

Pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), representative employee, Evelia Cazares ("Plaintiff"), on behalf of herself and all other similarly situated California employees, gives notice that her employer Titan Ag Services, Inc. and Morningstar Farming, Inc. (collectively "Defendants"), violated the California Labor Code throughout their employment and within the one year prior to the mailing of this letter as follows.

The Parties

Plaintiff is informed and believes and thereon alleges that Defendant Titan Ag Services, Inc. and Defendant Morningstar Farming, Inc. are or were California corporations with their principal place of business in Tipton, California.

Defendant Titan Ag Services, Inc. owns and operates a farm labor service that provides farm labor services to growers around California, including to Defendant Morningstar Farming, Inc.

Plaintiff Evelia Cazares was employed on a seasonal basis as a farmworker from 2019 to on or around May 14, 2025, in Tipton, California.

Plaintiff seeks civil penalties on behalf of herself, the State of California, and all other similarly aggrieved employees for the violations described herein.

Unpaid Minimum Wages

Throughout Plaintiff's employment, Plaintiff and other similarly aggrieved employees were subject to Labor Code Sections 512, 1194, and 1197, and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including Wage Order 14-2001. Under Labor Code Sections 1197 and subsection 4 of Wage Order 14, Plaintiff and other similarly aggrieved employees were entitled to receive minimum wages for all hours worked. Likewise, Labor Code Sections 510, 1194 and Subsection 3 of Wage Order 14 entitled Plaintiff and other similarly aggrieved employees to overtime wages for all hours worked over 8 hours per day or 40 hours per week. As alleged below, Defendants failed to pay all wages for all hours worked in violation of Labor Code Sections 1194, 1197, and Wage Order 14-2001.

Defendants' violation of the applicable IWC Wage Orders constitutes a violation of Labor Code Section 558, which imposes civil penalties upon an employer for a violation relating to any provision regulating to hours and days of work in any order of the IWC. Lab. Code § 558(a)(1) and (2). Defendants' violations of Wage Order 14-2001 (3) and (4) also constitute a violation of Labor Code Sections 1198 and 1199, which prohibit employment under conditions of labor that violate the IWC Wage Orders and subject Defendants to additional civil penalties. See Wage Order 14-2001(20).

As detailed below, Defendants suffered and permitted Plaintiff and other similarly aggrieved employees to perform several work-related pre-shift tasks before the employees clocked in for their shifts. However, Defendants only compensated Plaintiff and other similarly aggrieved employees according to the time they were clocked in. As a result of the various off-the-clock work and Defendant's clock-in procedures, Plaintiff and other similarly aggrieved employees spent approximately fifteen to thirty minutes each day performing work-related tasks without being compensated, as described below.

<u>Exercises and Escuelas</u>

Prior to the start of their shift and before clocking in, Plaintiff and other similarly aggrieved employees were required to participate in stretches and exercises before beginning their work in order to reduce their risk of injury. Typically, the exercises and stretches took approximately five minutes each morning. After their exercises and stretches were done, Plaintiff and other similarly aggrieved employees were required to attend pre-shift "escuelas" where they received directions and training for the day from a foreman or supervisor. The escuelas took between 10 to 15 minutes each workday.

<u>Clocking in</u>

After the completion of the exercises and escuelas described above, Plaintiff and other similarly aggrieved employees would clock in. The time spent waiting to clock in and the procedure to do so varied depending on the time of the year.

Between the months of April to July, the shift start time for Plaintiff and other similarly aggrieved employees was at 6:30 a.m. Defendants programmed the time clock such that it functioned no sooner than 6:30 a.m. and no later than 6:32 a.m. Because there was only one time clock for over 30 workers, Plaintiff and other similarly aggrieved employees had to form a line prior to the start time to ensure being able to clock in during the two-minute window. Additionally, Defendants expected Plaintiff and other similarly aggrieved employees to be in line no less than 10 minutes prior to the scheduled start time. However, Defendants did not start compensating Plaintiff and other similarly aggrieved employees until they clocked in.

During the grape picking season, which was typically between the months of August through November, the shift start time for Plaintiff and other similarly aggrieved employees was at 6:00 a.m. After the completion of the aforementioned pre-shift exercises and escuelas, and about ten minutes prior to the scheduled start time, Plaintiff and other similarly aggrieved employees were required to start walking the packing facility, which took around five minutes, and be in their workstations and ready to work by 6:00 a.m. Plaintiff and other similarly aggrieved employees then spent an additional five minutes in their workstations waiting for the shift to start. Rather than allowing them to clock in themselves, Defendants required that Plaintiff and other similarly aggrieved employees leave their timecards near the time clock so that Defendants could clock in for them. However, Defendants did not clock Plaintiff and other similarly aggrieved employees in until 6:00 a.m.

Defendants compensated Plaintiff and similarly aggrieved employees for only the time they were clocked in. Plaintiff and other similarly aggrieved employees were owed minimum or overtime wages for the time they spent participating in required stretching and exercises, attending escuelas, waiting in line to be able to clock in, walking over to the packing facility or waiting for the scheduled start time to begin.

As Defendants failed to pay all minimum wages, Defendants are liable for penalties of $100 per pay period for the first violation within the statutory period and $200 per pay period for each additional violation. Likewise, as Defendants failed to pay all overtime wages, Defendants are liable for penalties of $100 per pay period for the first violation within the statutory period and $200 per pay period for each additional violation.

Failure to Reimburse Business Expenses

Pursuant to California Labor Code Section 2802:

> An employer shall indemnify his or her employee 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...

During their employment by Defendants, Plaintiff and other similarly aggrieved employees had to use gloves, scissors, and writing instruments to perform their job duties which were not provided by Defendants. Defendants did not reimburse Plaintiff and other similarly aggrieved employees for the cost of gloves, scissors, and writing instruments.

As Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for business expenses they incurred from purchasing gloves, scissors, and writing instruments in violation of Section 2802, Defendants are liable for penalties of one hundred dollars ($100) per pay period for the first violation within the statutory period, and two hundred dollars ($200) per pay period for each additional violation.

Inaccurate Wage Statements

Labor Code Section 226(a) requires employers to furnish accurate itemized wage statements in writing that show, inter alia, "(1) gross wages earned, (2) total hours worked..."

Plaintiff and similarly aggrieved employees of Defendants received wage statements that did not list all hours worked and all wages earned, including the minimum and overtime wages discussed above. As the above infractions explain, Plaintiff and similarly aggrieved employees were entitled to minimum and overtime wages that were not paid and, therefore, are entitled to penalty payments pursuant to Labor Code Section 226.

As Defendants violated Labor Code § 226(a), Defendants are liable for penalties of one hundred dollars ($100) per pay period for the first wage statement within the statutory period, and two hundred dollars ($200) per pay period for each additional violation.

Unpaid Final Wages

Throughout Plaintiff's employment, Defendants employed Plaintiff and other similarly aggrieved employees on a seasonal basis. On information and belief, there were two seasons per year, the first season occurring from April to July and the second season (the grape picking season) occurring two to four weeks later from August to November. On information and belief, many employees would often return to work season after season for many years. Some only worked a few or only one season. Throughout the relevant time period, Defendants paid wages to Plaintiff and other similarly aggrieved employees every Thursday.

At all relevant times, Plaintiff and other similarly aggrieved employees were covered by Labor Code Section 201 and were "discharged" at the end of their seasonal work within the meaning of Labor Code Section 201.

Pursuant to Labor Code Section 201, Defendants owed Plaintiff's and other similarly aggrieved employees' immediate payment of their final wages at the time of each of their discharges. However, Defendants did not pay end-of-season final wages at the time of discharge. Instead, aggrieved employees received their wages on the Thursday following the end of the season or some other day after their last day of the season worked. Defendants therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201.

Pursuant to Labor Code Section 203, Plaintiff and other similarly employed individuals are entitled to continuation of their wages, from the day of each discharge they experienced until the wages were paid, up to a maximum of thirty (30) days per discharge.

As a result of Defendants' failure to timely pay all wages upon termination or layoff pursuant to Section 201, and to pay waiting time penalties in compliance with Section 203, Defendants are liable for civil penalties in the amount of one hundred dollars ($100) per aggrieved employee per pay period for each such violation and two hundred dollars ($200) per aggrieved employee per pay period for each subsequent violation.

Civil Penalties

As a result of the foregoing, Defendants are liable for civil penalties as provided for by California law. Consequently, Plaintiff and all other similarly aggrieved employees of

Defendants are entitled to recover all penalties permitted by the Labor Code and penalties provided for under California law, including but not limited to Labor Code § 2698 *et seq.*

Conclusion

Defendants violated and continue to violate the California law as described above. Plaintiff request that the agency investigate the above allegations and provide notice of the investigations and findings pursuant to PAGA's provisions. Plaintiff requests that the agency inform her if it does not intend to investigate these violations so that she may file a lawsuit with respect to the allegations discussed in this letter. Thank you for your immediate attention to this matter. If you have any questions, please do not hesitate to contact me at (310) 982-2984.

Sincerely,

Jeremy F. Bollinger
MOSS BOLLINGER LLP