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February 3, 2026
CA3794

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

TAYLOR FARMS SOUTHERN CALIFORNIA, INC.
Certified Mail #9589071052700057730308
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Ricardo Gamboa Campos (“Plaintiff”) and all other Aggrieved Employees of Taylor Farms Southern California, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Taylor Farms Southern California, Inc. in California, including any employees staffed with Taylor Farms Southern California, Inc. by a third party, and classified as non-exempt employees during the time period of February 3, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from June of 2025 to September of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed as a Scale Operator at Defendant’s processing facility in Ontario, California. Plaintiff was involved in mixing ingredients in order to make products such as salad dressing and buffalo sauce. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

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Plaintiff was regularly unable to take compliant meal breaks and rest breaks which were often interrupted in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal and rest breaks were regularly interrupted by supervisors who would ask him questions related to the status of production, such as whether a product was completed, how much longer Plaintiff estimated it would take to finish a particular job, what the status was for shipping out completed products, and whether work forms had been filled out yet. At one point Plaintiff began taking his meal breaks in his car as opposed to the break room in order to avoid interruptions. Plaintiff's wage statements show that Defendant did not accurately record and provide Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations he suffered during the PAGA Period. For example, Plaintiff's wage statement dated September 12, 2025, shows that Plaintiff received **no** rest break penalty payments and only **one** meal break penalty payment during his employment with Defendant. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated September 12, 2025.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes approached in the break room by various supervisors asking him to respond to questions related to the status of project completion. Plaintiff also recalls a supervisor calling him on his cell phone after he was at home and off the clock regarding a misplaced product for which a search was underway and whether Plaintiff knew where the product was or where it might be. Furthermore, after clocking out Plaintiff sometimes filled out the whiteboard on occasions when no other employee had done so. The whiteboard was a summary of work that had been completed by work team on a particular day and was supposed to be filled out at the end of the work day (eg. 16 batches of buffalo sauce completed). Furthermore, Plaintiff had pre-shift responsibilities in the locker room and this process caused off the clock work, such as putting on steel toe boots, grabbing necessary tools (eg. clipboard, knife, markers) and paperwork for the day – before clocking in. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

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Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and before & after his shift ended, as set forth above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff used his personal cell phone for scheduling as Defendant would contact him for work assignments. Plaintiff also had to download an application on his cell phone in order to see his time cards and for other work-related functions. Plaintiff was not, however, reimbursed for the reasonable expenses he incurred using his cell phone for the benefit of Defendant. Moreover, Plaintiff was required to wear steel toe boots which had to be water proof and slip resistant. Plaintiff purchased steel toe boots at his own expense without getting reimbursed by Defendant. Plaintiff also purchased other items at his own expense for the benefit of Defendant, such as notebooks and pens which were necessary to track his work, such as filling out paperwork correctly and tracking how much product was put into bags.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in September of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.