

IN THE
2ND DISTRICT COURT - FARMINGTON
COUNTY OF DAVIS, STATE OF UTAH

State of Utah vs. CLAYTON RAY PHILLIPPS Date of Birth: 02/10/1974	<h2 style="margin: 0;">Affidavit of Probable Cause</h2>
Arrestee	

On 11/20/2023 12:00 the defendant was arrested for the offense(s) of:

#	Offense Date	Offense Description	Statute	Gov Code	Severity	DV
1	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No
2	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No
3	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No
4	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No
5	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No
6	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No
7	11/20/2023	AGGRAVATED HUMAN TRAFFICKING	76-5-310	UT	F1	No

I believe there is probable cause to charge the defendant with these charges because:

In May 2023 investigators at the Utah Attorney General's Office received a confidential tip from the National Trafficking Hotline that an individual was potentially the victim of labor trafficking. The tip identified the potential trafficker as ADAM PEREA connected to the company Rubicon Contracting, LLC (RUBICON). Agents reviewed the business structure of RUBICON and identified the following:

- o SCANDIA Company:
 - 1. Founder/Owner: RUDY LARSEN (05/13/1988)
 - 2. Partner: JENA LARSEN (04/29/1987)
 - 3. Partner: TYLER BRINKMAN (05/15/1966)
 - 4. Partner: BRANDON FLOYD (09/01/1983)
 - 5. Partner: Dan Hymas
 - 6. CFO: KIRK SIMMONS (01/01/1965)
- o SCANDIA Business Partner:
 - 1. Rubicon Contractors
 - a. Registered Agent: BRANDON FLOYD
 - i. TITUS & Company LLC: Registered Agent BRANDON FLOYD
 - ii. CICERO Services LLC: Registered Agent BRANDON FLOYD
 - b. President: TYLER BRINKMAN
 - c. CFO: CLAYTON PHILLIPS (02/10/1974)
 - d. Human Resources: ADAM PEREA (07/22/1988)
 - e. Prior Registered Agent and Governing Person: RUDY LARSEN
 - 2. PARK PLACE Auto and Club
 - a. Registered Agent and Governing Person: RUDY LARSEN
 - 3. SMART RAIN
 - a. Registered Agent, Member and Manager: RUDY LARSEN

The tip identified, by name, an adult male as the potential victim (hereinafter referred to as Adult Victim 1 or AV1). Agents made contact with AV1 and he agreed to be interviewed. Agents subsequently identified multiple victims who reported similar treatment while employed by RUBICON.

ADULT VICTIM 1

RECRUITMENT AND PAY. AV1 stated that he was recruited from Mexico to work for RUBICON through the H2B VISA program. AV1 was contacted by the mother of ADAM PEREA who lives in Mexico. AV1 stated he knew PEREA to be the Human Resources contact for RUBICON. AV1 stated PEREA made contact with him at the Mexican Consulate in Monterrey, Mexico. PEREA provided AV1 with the contract promising 40 hours of work a week at an hourly rate of \$20.13. Upon arrival in Utah, AV1 was required to purchase a cell phone from RUBICON that was compatible with the RUBICON app in order to track his hours. AV1 said the cost of that phone was deducted from his pay and the purchase was not optional. AV1 stated that he worked for RUBICON for 4 months beginning in February 2023. AV1 stated that he was promised 40 hours of work a week. AV1 stated he did not get 40 hours of work as promised. AV1 stated that deductions were regularly made from his pay for things beyond his control, such as a job not getting completed on time. AV1 also stated that RUBICON would deduct from pay for car accidents and using foul language.

AV1 stated he was required to receive his pay through a limited access Debit-type card called a FinTwist card. AV1 stated that he had limited access to the FinTwist account and could only change the PIN code on the card. AV1 stated he was not able to transfer money from the account, but could withdraw funds. AV1 stated that RUBICON had full access to the funds on the FinTwist account and could deduct any amount at any time. AV1 stated he left after 4 months because he only received \$1,400.00 in pay in those 4 months. By the end of the 4 months, AV1 was relying on churches and foodbanks to obtain food and basic necessities.

HOUSING. AV1 stated he initially resided in Eagle Mountain and then he was moved to Taylorsville. Upon arrival in Utah, AV1 was required to sign a rent deduction policy in order to reside in a home provided by RUBICON. AV1 had \$350.00 deducted from his pay every other week for rent. AV1 stated the home he was required to live in by RUBICON did not have any furnishings, pots and pans, or simple housewares. AV1 stated 4 individuals resided in the home. AV1 stated the only thing in the home when they arrived was trash that had been left behind by a previous tenant. AV1 stated that he had to seek out free furnishings in order to have a bed to sleep on. AV1 stated that the rent would be deducted retroactively if he did not have enough hours to cover the \$350.00.

AV1 gave investigators a copy of the rent deduction policy form.

WORK ENVIRONMENT. AV1 said his job was initially slated to be snowplowing and snow removal. AV1 said he did not have a valid US Driver License and was not instructed to obtain a license. AV1 stated he was not trained on how to drive the snowplow, but was imply provided keys to the plow truck by RUBICON. AV1 stated two of his roommates did not know how to drive, but were also provided keys to the plow truck by RUBICON and expected to drive the plow truck. AV1 stated they were not allowed to miss any work even if they were sick. AV1 stated that they would be threatened with deportation if they tried to call out of work or seek medical attention when they were sick. AV1 stated that RUBICON would send them on jobs that had to be completed in a certain time period, such time constraints were often unreasonable. AV1 stated that if workers failed to complete a project within a particular time constraint, they would be expected to perform the work without pay. AV1 stated certain managers required workers to ask permission to use the restroom or rest. AV1 stated that they could not seek out other work to make up for not having enough because RUBICON would threaten to send them back to Mexico.

THREATS AND INTIMIDATION. AV1 stated that he was threatened with deportation by PEREA and another employee of RUBICON, Clayton PHILLIPS. PHILLIPS was later identified as the Chief Financial Officer for RUBICON. AV1 stated he witnessed one of his roommates being locked in a room and prevented from leaving by an employee of RUBICON. AV1 stated after this encounter his roommate was fired.

ADULT VICTIM 2 (AV2)

RECRUITMENT AND PAY. AV2 told investigators he was recruited from Mexico. AV2 met with PEREA when he arrived in Utah in early 2023. AV2 was provided with a cell phone and required to use the RUBICON app for pay. AV2 stated he was paid through a FinTwist card, which he showed to investigators. The card was in the name of Valued Cardholder. AV2 stated he couldn't get access to the account to check balances, so he had to remember how much money should be in the account. AV2 stated on more than one occasion he was only paid about \$20.00, and when he asked for more hours, he was told there weren't any hours available. AV2 was promised 30-40 hours of work a week at \$17.25/hour. AV2 stated he had no work for the first 3 weeks he was in Utah. AV2 stated he usually only received about 3-5 hours and sometimes went 15 days without work. AV2 stated he can only remember one week when he received 23 hours of work. AV2 was not allowed to seek out employment anywhere else. AV2 could not afford groceries and survived through the use of food banks for basic necessities.

HOUSING. AV2 was required to reside in a home provided by RUBICON in American Fork. AV2 stated the home had 4 rooms, but 7 individuals resided there. AV2 stated the home did not have any furniture. AV2 stated upon arrival to Utah he was provided a pillow, shampoo, and a blanket. AV2 stated that he was given a small amount canned food like soup, rice, beans, ham, and eggs that was expected to be for all 7 individuals in the home. AV2 stated RUBICON deducted \$312.50 from his pay every other week to pay for rent. AV2 stated he had to find free furniture through Facebook or other places in order to have a bed. AV2 stated there were no pots, pans, or basic housewares in the home. AV2 stated one of the rooms had 3 individuals sleeping on the floor.

AV2 stated that he desired to live with his cousins because they live in Utah. AV2 was told the rent deduction policy was not optional and he was required to live in the home provided by RUBICON and pay the rent to live there. AV2 was told he could only opt out of the rent deduction policy after 12 months. AV2 was confused by this because his contract with RUBICON was only for 6 months.

WORK ENVIRONMENT. AV2 was told he would be sent back to Mexico if his work was not the quality they wanted. AV2 was told if he was assigned to a job and he did not complete the work to the quality expected he would not be paid for the work and/or if the work needed to be redone by someone else their pay would be deducted from his pay. AV2 stated he was not allowed to miss work for medical reasons. AV2 was told by PEREA no medical care was provided to workers and they would need to find their own care and transportation for medical care. AV2 was told damaged equipment would be deducted from his pay. AV2 was told equipment repairs were deducted from his pay. AV2 stated that the only equipment he received from RUBICON was a safety vest and a small hat. AV2 stated they could not use company vehicles to go anywhere, and GPS locators were placed on all company vehicles. AV2 stated they could seek permission to take the company vehicle to a grocery store.

AV2 stated he was only allowed a 30-minute break during an 8-hour shift, and it was always tracked on the RUBICON app. AV2 stated there usually weren't available restrooms during the long shifts and he would have to drive to a gas station to use a restroom. AV2 was told he needed to complete his work before leaving to use the restroom.

AV2 was told RUBICON was renewing VISAs for the workers in April 2023, but AV2 never received information about the renewal and AV2's VISA was never renewed.

ADULT VICTIM 3 (AV3)

RECRUITMENT AND PAY. AV3 was recruited in Mexico and began working for RUBICON in November of 2022. AV3 went to the consulate in Monterrey and met with an individual named Fernando. Once AV3's VISA was approved he was transported to Texas and then to the RUBICON offices in Utah. Upon arrival in Utah, AV3 met with officials at RUBICON who promised to provide him with groceries. AV3 was then transported to a home in American Fork, the same home AV2 was later placed in. AV3 stated he was not given food until two days after his arrival. AV3 stated that he was promised 40 hours of work a week at \$20.00/hour and overtime.

AV3 was initially paid through a FinTwist account. AV3 said it didn't feel like a real bank, it was more like a virtual bank. AV3 said he didn't have access to the account but could access the money. AV3 stated that he was eventually able to open a bank account of his own and pay was direct-deposited into that account.

AV3 stated he worked 60 hours within the first two weeks and was told to log those hours on a sheet. AV3 provided the sheet to a manager who later said it was misplaced. AV3 was only paid \$8.00 for the first 60 hours of work. AV3 was then required to purchase a phone from RUBICON in order to use the RUBICON app to track his hours. AV3 was told he needed the new phone to make sure the GPS was compatible with the RUBICON app. AV3 had \$207.00 deducted from his pay for the purchase of the phone. AV3 has not worked 40 hours since the first week of December 2022. AV3 stated that as of June 2023, he had not had any work for 3 months.

HOUSING. AV3 was told he had to reside in housing provided by RUBICON in American Fork and he was later moved to another property of RUBICON located in West Valley City. AV3 stated that no one else was residing at the American Fork residence when he and his roommates moved in. AV3 stated that the residence smelled really bad, and it was humid and moldy. AV3 witnessed multiple other employees ask to reside elsewhere and their requests were also denied. AV3 had \$350.00 deducted from his pay every 2 weeks for rent. AV3 stated that he was not given the option to live anywhere else and was required to pay to live in the residence provided by RUBICON. AV3 stated that PEREA and PHILLIPS came to the West Valley residence and demanded payment of overdue rent, despite knowing that RUBICON had not provided them with any work in months. AV3 was only provided with rice, beans, chicken, tortillas, and soup for all 7 individuals residing together. AV3 had to pool his money with his roommates to purchase groceries.

WORK ENVIRONMENT. AV3 was hired to assist with snow removal and snowplowing. AV3 stated he was not provided with training on how to operate the snowplow. AV3 stated he asked RUBICON if he needed a US Driver License to operate the plow and was told he did not. AV3 went to the DMV and attempted to obtain a Utah Driver License. AV3 was told he needed his I-797A form in order to obtain a Driver license. AV3 tried to get that document from RUBICON, and they declined to provide it.

AV3 said his pay would be deducted hours if those hours were from a project or task that wasn't completed. Meaning, if he worked on a project but was unable to complete it, he would not even be paid for the hours of work he had completed. AV3 stated that he often worked long hours when he did work. AV3 recalled one instance where he worked 20 hours straight with only a one-hour break. AV3 stated RUBICON did not provide medical care. AV3 stated that he did get sick in December 2022. AV3 stated that he had to use medication that

his roommate brought from Mexico when he got sick. When asked if he could miss work for being sick, AV3 laughed and stated, No, you had to go to work. AV3 stated that he was not provided shovels or general equipment to perform the tasks. AV3 stated that RUBICON offers loans to purchase such equipment, but the costs will be deducted from pay.

AV3 reached out to the person who recruited him in Mexico. AV3 asked if he could apply for other jobs. AV3's manager at RUBICON told him he could not seek employment elsewhere. AV3 was told in April 2023 that his VISA was being renewed. AV3's VISA has never been renewed. AV3 was told by PEREA and PHILLIPS that he needed to be patient. As of the date of this filing, AV3's VISA has never been renewed.

THREATS AND INTIMIDATION. AV3 stated that PEREA and PHILLIPS came to his West Valley City residence and attempted to collect overdue rent. AV3 said they did not have money because RUBICON had not provided any work hours. PEREA stated that he did not care and wanted the bills paid. AV3 recounted an event where RUBICON brought all H2B VISA workers together and told them they would be deported immediately if they sought any other employment. AV3 stated this occurred after a co-worker tried to leave RUBICON and obtain other employment.

ADULT VICTIM 4 (AV4)

RECRUITMENT AND PAY. AV4 was recruited in Mexico. AV4 was recruited by a friend who worked for RUBICON. AV4 went to the Mexican consulate in Monterrey and obtained transport into the US in November 2022. AV4 was promised 40 hours a week and overtime making \$20.00/hr. AV4 was recruited to work in snow removal and snowplowing. AV4 stated he also dug trenches. AV4 stated he has been working for RUBICON since November 2022, but, as of June 2023, he had not had any work hours for over two months. AV4 was paid through a FinTwist card and did not have access to the account. AV4 stated he was provided the card from Human Resources at RUBICON.

AV4 stated that he was not provided training in Spanish. AV4 stated that was initially required to log his hours on a timesheet, but management lost the timesheet and he was not paid for those hours. AV4 stated he was then required to purchase a new cell phone in order to be compatible with Wi-Fi.

HOUSING. AV4 was required to sign the rent deduction policy. AV4 initially lived at a residence in American Fork along with AV3. AV4 stated the home smelled of rat poop when they first arrived. AV4 stated there was no furniture at the home. AV4 stated there was not food in the home and they did not receive any food for two days. AV4 was also moved to the West Valley residence with AV3. AV4 provided law enforcement with his paystubs, which showed a rent deduction of \$349.00 every two weeks. AV4 stated he was sleeping on the floor. AV4 stated that many workers had family and friends they wanted to live with, but RUBICON required them to sign the rent reduction policy.

WORK ENVIRONMENT. AV4 stated he was not provided with any safety equipment to perform the tasks required. AV4 stated he was not allowed to miss work for sick days. AV4 stated that the work hours provided were so minimal that he couldn't miss work or he wouldn't get paid. AV4 stated other workers would be brought in to replace workers who couldn't complete a project in time. AV4 stated that he was regularly told any damage or normal wear and tear on equipment would be deducted from his pay. AV4 was also required to drive a snowplow. AV4 was not provided with any training on how to operate the truck and plow.

THREATS AND INTIMIDATION. AV4 stated that PEREA and PHILLIPS recently came to the West Valley City residence and attempted to collect rent. AV4 stated the roommates were not getting paid and could not pay rent. PEREA and PHILLIPS stated he needed to go back to work or he would be deported back to Mexico. AV4 recounted a meeting where RUDY LARSEN was present. AV4 stated that RUDY was the boss. AV4 stated that RUDY told a group of workers they would go back to Mexico if they didn't like RUDY's policies. AV4 referred to RUDY as the owner of RUBICON.

ADULT VICTIM 5 (AV 5)

RECRUITMENT AND PAY. AV5 was recruited to work for RUBICON in Mexico by a family member of PEREA's. AV5 was promised 40 hours of work a week at \$20.00/hr. AV5 was told he wouldn't have to pay rent and he would be given a vehicle. AV5 stated that he arrived in Utah in February 2023. AV5 stated he was taken to a residence in Eagle Mountain and given a week's supply of food.

AV5 stated that he was required to purchase a cell phone from RUBICON to use the RUBICON app. AV5 stated he was given an option of which phone to purchase, but he was required to purchase it. AV5 stated the cost of the phone was deducted from his pay. AV5 stated he was paid through a FinTwist account and only had access to change the pin and withdraw money.

HOUSING. AV5 stated that he was residing in a home in Eagle Mountain, UT with 6 other individuals. AV5 stated that he had \$350.00 deducted from his pay every two weeks to pay for rent. AV5 stated that he was told he could not opt-out of the rent deduction policy. AV5 stated that he was told he wouldn't have transportation if he didn't live at the provided location. AV5 stated that the home in Eagle Mountain did not have furniture and he found furniture and housewares in the trash that he could use. AV5 stated he was moved from the Eagle Mountain location to a Taylorsville location. AV5 stated that both locations had 3 bedrooms and 2 bathrooms. AV5 stated that they split the rooms between 7 people; 3 in the first room, 2 in the second room, and 2 in the third room.

WORK ENVIRONMENT. AV5 stated that he was recruited to work in seasonal snowplowing and snow removal. AV5 stated that later he was required to do landscaping jobs as well. AV5 stated that if he failed to complete a job within the required timeframe he would be required to finish the job without getting paid. AV5 stated that he was not provided medical care. AV5 stated the only equipment he was provided was a vest, hard hat, and a shovel. AV5 stated he rarely got 40 hours a week and most often he received about 20 hours. AV5 stated he could use the company truck to get groceries, but he could only drive it so far before he was charged for mileage. AV5 was also told he didn't need to obtain a US driver license to operate the plow or RUBICON's trucks. THREATS AND INTIMIDATION. AV5 stated that he was told leaving the company was more illegal than if crossed the border illegally. AV5 stated he was told if he tried to leave RUBICON he would be immediately deported. AV5 stated that it was PHILLIPS who regularly told him he would be deported.

ADULT VICTIM 6 (AV 6)

RECRUITMENT AND PAY. AV6 stated that he was recruited to work for RUBICON in Mexico by someone connected RUBICON's HR department. AV6 stated he went to Monterrey, Mexico to complete the VISA process. AV6 stated he was promised 40 hours a week at \$17.00/hr. AV6 stated that he was brought to Utah in February 2023 and resided at a home in Eagle Mountain, the same home as AV5. AV6 stated he was also relocated to Taylorsville residence along with AV5. AV6 stated he did not make enough money to afford groceries regularly and began relying on food banks. AV6 stated he could not afford to keep working for RUBICON because of the deductions and he was unable to afford food and send money to his family back in Mexico.

AV6 stated that he was required to purchase a cellular phone from RUBICON to be compatible with the RUBICON app. AV6 showed a law enforcement a pay stub where the phone had been deducted from his wages. AV6 showed law enforcement screenshots of the app when he had logged in. AV6 stated that RUBICON had removed his access to the app. AV6 stated that he was paid through a FinTwist account. AV6 showed law enforcement the paperwork his FinTwist card came on and it listed PEREA and RUBICON as the account holder.

HOUSING. AV6 stated that he was originally told he would not be required to pay rent, but upon arrival in Utah he was required to sign the rent deduction policy form. AV6 stated that he was told he needed to sign the form, or he would not be able to work. AV6 stated that he was afraid if he didn't sign the rent form that he wouldn't be allowed to work. AV6 stated he had \$350.00 deducted from his pay every other week. AV6 showed law enforcement a paystub where the \$350.00 had been deducted.

WORK ENVIRONMENT. AV6 stated that he was originally able to get enough hours, but that eventually changed. AV6 stated he was doing snowplowing and snow removal work. AV6 stated that he would be sent back to complete work that wasn't finished and he wouldn't get paid for the hours of work he was sent back to complete. AV6 stated that he complained to RUBICON about how risky the hills were in the winter. AV6 recalled a time when he worked 24-hours straight and only received 1 hour break. AV6 recalled a telling RUBICON that 27-28 hour shifts were risky. AV6 showed law enforcement a screenshot of that time logged in the RUBICON app. AV6 showed a highlighted roadmap of areas around Park City that he was required to plow in that timeframe. AV6 stated he did not have a US Driver License and was not told he needed to get one.

THREATS AND INTIMIDATION. AV6 recalled an event where he had a deduction on his pay stub for a crash. AV6 stated he had not been in a crash and asked PEREA what the deduction was for. AV6 stated that PEREA told him the deduction was justified. AV6 told PHILLIPS he believed the deduction was improper. AV6 stated that PHILLIPS laughed at him and told him the deduction was proper. AV6 stated that he was upset when they started laughing at him. AV6 stated he was put in a room similar to an interrogation room. AV6 stated that PHILLIPS stood in front of the door so he could not leave and PEREA sat at the table next to AV6. AV6 stated that they didn't need people like him who complained, and he would be sent back to Mexico. AV6 was terminated after this.

ADULT VICTIM 7 (AV 7)

RECRUITMENT AND PAY. AV7 stated that he was recruited to work for RUBICON in Mexico by PEREA'S cousin. AV7 stated he went to Monterrey, Mexico to complete the VISA process. AV7 stated he was promised he would be reimbursed by RUBICON for the cost of getting to Monterrey. AV7 stated he was never repaid for that. AV7 state he was promised 40 hours a week at \$17.00/hr. AV7 stated that he was brought to Utah and initially resided in the Eagle Mountain location as AV5 and AV6. AV7 stated that he was also moved to the Taylorsville location with AV5 and AV6. AV7 stated that he sent most of his pay back to his daughter in Mexico and had to rely on the local Mormon church to obtain food and similar resources.

AV7 stated that he was required to purchase a cellular phone from RUBICON to be compatible with the RUBICON app. AV7 stated that the cost of the cell phone was deducted from his pay.

HOUSING. AV7 stated that he was also required to fill-out the rent deduction policy form. AV7 stated that he was told he could opt out, but then he would have to pay rent, find an apartment, and find transportation or risk being fired. AV7 felt he had to sign the form, or he wouldn't have a way to get to work. AV7 also had rent deducted form his pay every other week.

WORK ENVIRONMENT. AV7 stated that he was never able to get 40-hours a week. AV7 stated that he usually got around 30 hours. AV7 showed law enforcement his most recent pay stub, which had \$31.00 for a two week pay period. AV7 stated he was doing snowplowing and snow removal work. AV7 stated that if he didn't complete work in the timeframe he was told to complete it, he would be sent back to complete the work and not receive pay for those hours. AV7 stated he didn't drive the snowplow, but he did drive trucks. AV7 stated he did not have a US Driver License and was not told he needed to get one. AV7 stated that he was told any wear and tear

on the truck tires would be deducted from his pay. AV7 stated that he recalled working a 20-hour shift and only being allowed a single 15-minute break.

THREATS AND INTIMIDATION. AV7 stated that he was brought to a meeting with many other workers at the RUBICON offices. AV7 stated that during that meeting he was told he would be doing landscaping work. AV7 stated that during that meeting he and the other workers were told they would be deported immediately if they sought other employment.

WITNESS STATEMENTS

A former employee of RUBICON, J.N., contacted law enforcement and agreed to provide a written statement about his time working with RUBICON. Initially, J.N. wanted to remain anonymous as he feared retaliation from RUDY who regularly threatened employees with lawsuits. J.N. stated that RUDY has a history of acting inappropriately toward employees. J.N. stated that RUDY told employees he had filed lawsuits against someone who spoke negatively about his wife, JENA LARSEN. J.N. relayed a recent event at a management meeting where RUDY got upset with the employees, removed his pants, grabbed his genitals over his underwear, and stated If anyone has a problem with how I run this company, they can suck on these!

J.N. stated that RUBICON is a part of several businesses owned by RUDY. Those businesses include, SCANDIA, RUBICON, SMART RAIN, PARK PLACE Auto, and BLACK TIE Property Management. J.N. stated that RUBICON employs about 25-50 non-VISA workers. J.N. stated that RUBICON has 50 trucks operating in Denver, CO and about 300 operating in Utah.

J.N. stated that he was employed by RUBICON in a sales capacity. J.N. stated that RUBICON used the H2B VISA program as a significant selling point to customers. J.N. stated that RUBICON would tout having workers nearby to provide immediate service to clients of RUBICON. J.N. stated that housing for H2B workers was chosen based on proximity to RUBICON clients.

J.N. stated that he saw workers shoveling snow in tennis shoes, workers didn't have knowledge of US traffic laws, workers were unfamiliar with large vehicle operation, workers were unfamiliar with large thoroughfares like I-15, and workers had limited knowledge of technology requirements of the job. J.N. relayed multiple instances of workers being unfamiliar with how to drive the vehicles provided by RUBICON and confusion about how to drive on highways and freeways. J.N. relayed a particular story where a worker was driving a RUBICON truck on I-15 from Bountiful to Spanish Fork and the worker never left the righthand lane, taking every exit ramp and on ramp the entire drive.

J.N. stated that workers were required to use the RUBICON app or risk non-payment for written timesheets. J.N. stated that workers were required to purchase a cell phone and data plan that was compatible with the RUBICON app.

J.N. stated that if a worker did a poor job or an incomplete job they would be required to return on their own time and fix or complete the job, or they would have their pay deducted to pay others worker to complete or fix the project. J.N. explained that if RUBICON would quote a job at taking 10 hours and workers took 13 hours to complete that job they would only get paid for the 10 hours that RUBICON had quoted the customer. J.N. stated that he regularly heard threats from RUDY and others of send them back [to Mexico]! for workers who had minor issues. J.N. stated that he heard RUDY terminate a VISA worker who he heard was applying for work elsewhere. J.N. stated the expectation of work hours for certain times was frightening as workers would operate on 1-3 hours of sleep. J.N. received complaints about workers driving terribly while on the job because they did not know how to operate the machinery. J.N. stated that the housing provided for the workers was lacking in all basic amenities. J.N. recalled an instance where he was called to a housing location in Stansbury Park. The location did not have any gas or hot water in the middle of winter. J.N. stated those workers had been without any heat or gas since their arrival. J.N. stated he witnessed the workers at that location sleeping on small piles of clothing for bedding. J.N. some of those workers were sleeping in the company truck for warmth.

J.N. stated that all of the workers were required to report to the RUBICON headquarters where RUDY introduced himself as the owner and instructed all of the workers on how much money they could make. J.N. recalled RUDY saying things like Who here likes money? After being instructed on how much money they could earn, the workers were then split into two categories- English-speaking and Spanish-speaking. J.N. stated that PEREA was in charge of the Spanish language instruction. J.N. stated the workers were given videos in English and no other training. J.N. stated that one employee was tasked with voicing over the videos with Spanish.

J.N. became concerned after the Winter season when hours for workers dramatically increased and he was informed the VISA workers were still be charged significant rent monthly despite not having any work hours. J.N. heard discussions between PEREA and BRANDON FLOYD about certain VISA workers requesting to go home. PEREA and FLOYD stated their intention was to find the cheapest bus fare to any big city in Mexico and let the workers fend for themselves after that. J.N. stated that he had a recent conversation with PEREA, who stated, You'd be shocked how many illegal things I've done for RUBICON in just the past few weeks. PEREA then discussed how he had learned to work around the rules effectively.

J.N. learned that SCANDIA created two other companies for the sole purpose of shuffling VISA workers around for RUBICON allowing them to extend worker VISAs. Those two companies were identified as TITUS and CICERO. J.N. stated that SMART RAIN was also used to obtain VISA workers, but SMART RAIN's role was irrigation systems and did not have a need for VISA workers. J.N. stated that roughly 100 H2B VISA workers are currently working for these companies while actually working for RUBICON.

J.N. stated that RUBICON is run by RUDY, JENA, DARIO BENITEZ, FLOYD, BRINKMAN, HYMAS, AND PHILLIPS. J.N.

stated that PEREA, SIMMONS, JENA, and FLOYD are all directly responsible for the supervision and administration of workers under the H2B VISA program. J.N. stated that he remembers JENA saying [PHILLIPS] needs to stop being so soft on the [VISA workers]! J.N. stated that all of the partners and managers meet weekly and have a direct hand in day-to-day operations. J.N. stated that RUDY has the final say in all things under the SCANDIA umbrella.

Another former employee of RUBICON, L.K., was interviewed by investigators. L.K. stated that he remembers a discussion about a trench-digging project on California Avenue. L.K. stated that H2B VISA workers were employed to dig the trench, but a subcontractor mistakenly filled the trench after it had been dug to complete their own project. L.K. stated that RUDY was angry that the job had to be redone and he instructed JENA to deduct the pay from the H2B VISA workers who had dug the trench. L.K. stated the project was 120 hours of work. L.K. stated that this occurred in August of 2022. Agents later looked into the location of this project and discovered the project address is the same registered address for PARK PLACE AUTO. Agents conducted surveillance on the location and discovered a small parking garage labeled PARK PLACE AUTO that shares a lot address with Lawn Butler. Meaning, RUDY deducted pay from the wages of the workers employed through the H2B VISA program for work they performed for the personal benefit of a business owned and operated solely by RUDY.

L.K. recalled a story where RUDY wanted to humiliate and intimidate an H2B VISA worker who tried to file a workers' compensation claim. L.K. stated that RUDY instructed PHILLIPS and FLOYD to have the worker scrub toilets all day long or be fired. L.K. stated that RUDY, PHILLIPS, and FLOYD all laughed about it in a meeting and called the worker in question weak.

L.K. stated that it was common knowledge that the housing provided to the H2B VISA workers was poor quality. L.K. stated it was also common practice to have H2B VISA workers sleep in their trucks and work 20-hour days during heavy snowfall.

A former employee of SCANDIA, C.M., was interviewed by investigators. C.M. initially wished to remain anonymous due to fear of retaliation from RUDY. C.M. relayed an instance where RUDY discussed suing a former employee for speaking with law enforcement. C.M. stated that she regularly heard H2B VISA workers being threatened with deportation.

C.M. worked in accounting for SCANDIA. C.M. stated that she became concerned when she started seeing shell companies set up to bring in more H2B VISA workers. C.M. stated PEREA informed her he was instructed by LARSEN and FLOYD to set up the companies. C.M. stated that KIRK SIMMONS was also directly involved in setting up the companies. C.M. identified those companies as TITUS and CICERO. C.M. stated that TITUS and CICERO did no other business than apply for H2B VISA workers through the Department of Labor. C.M. stated that PEREA told her he attends Mexican Rodeos hoping to access and recruit more migrant labor workers.

C.M. stated that her job included payment for the rental properties used by RUBICON to house the H2B VISA workers. C.M. stated that she saw the amounts regularly deducted from H2B VISA worker paychecks. C.M. stated those amounts varied between \$300 and \$400 per check. C.M. stated she communicated with management for the rental properties and was privy to discussion about the conditions of those properties. C.M. stated that she received photographs of the conditions of the properties and described them as abhorrent. C.M. stated the pictures she saw showed the clear outlines of where individuals had slept on the floor. C.M. described the properties as filthy. C.M. stated that the outlines on the floors were clearly made of grease and dirt. C.M. stated that the workers were sleeping 2-3 per room. C.M. stated that the living spaces appeared filthy and the bathrooms and sinks looked as if they had not been cleaned in years. C.M. explicitly stated that the rent deductions from worker pay far exceeded the amount paid to rent the property and utilities. C.M. stated that RUBICON financially benefitted from the rent deductions.

C.M. was aware that deductions from workers' pay were made regularly for tools, repairs, and damage to vehicles. C.M. stated it was common for pay to be deducted from workers for not completing work in the time RUBICON quoted to clients. C.M. stated both RUDY and JENA confirmed that workers were given a set time to complete a task and would not be paid for any time over that quoted amount. C.M. stated she was aware of workers regularly coming into the RUBICON office in Davis County to complain about pay deductions they did not understand. C.M. stated that SIMMONS and RUDY dictated and directed all policies regarding H2B VISA worker pay. C.M. stated RUBICON had specific policies for H2B VISA workers and those were drafted by PEREA and FLOYD, then they were reviewed by RUDY and SIMMONS. C.M. stated that PEREA told her he was worried that the shit was hitting the fan and he wasn't going to take the fall for everything. C.M. stated that SCANDIA's office location is the same as RUBICON's office and RUDY is there every day 9 am to 6 pm.

C.M. also stated that RUDY created PARK PLACE AUTO for the sole purpose of driving nice cars and that PARK PLACE auto didn't make any money. This is further supported by location of PARK PLACE AUTO being a covered

garage space to house person vehicles. Agents also located numerous high-end vehicles registered to PARK PLACE AUTO and RUDY, such as a Bentley and two Lamborghinis.

Through a records request to the Department of Labor, investigators learned that RUBICON had applied to access H2B workers the VISA program. TYLER BRINKMAN authored the declaration of need, certifying that RUBICON had no other means of accessing the necessary workers other than to seek labor from outside the U.S. BRINKMAN listed himself as owner of RUBICON through the application process. In that application process, BRINKMAN, acting as agent for RUBICON, certified that H2B VISA workers would be provided all necessary equipment to safely perform the tasks without charge or deduction. BRINKMAN, acting as agent for RUBICON, certified that RUBICON would provide lodging or help workers find appropriate lodging. BRINKMAN, acting as agent for RUBICON, certified that the only deductions from worker pay would all deductions required by law. BRINKMAN, acting as agent for RUBICON, certified that the hours available were M-F, 8 hours every day at a minimum hourly rate of \$17.21. BRINKMAN, acting as agent for RUBICON, certified that transportation would be made available for workers to get to and from worksites.

Officer Name: MICHAEL JETER	Badge ID: 239
I am a sworn officer with: UT018015A - UTAH ATTY GENERL-SALT LAKE	
Arresting agency case number: AG2023-291	Associated citation number:

I declare under penalty of perjury and under the laws of the State of Utah that the foregoing is true and correct.

/s/ MICHAEL JETER

SUBMISSION IDENTIFICATION INFORMATION

Booking agency: DAVIS COUNTY JAIL	Booking agency ORI: UT006013C	
Booking agency case number: 87704	SID:	OTN: 65684052
Booking UserID: WFRENCHB	Booking date/time: 11/20/2023 12:32	Submission ID: 2448471 (Version 1)