



January 27, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Luz Maria Chavez Campos v. Schaad Family Almonds, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Luz Maria Chavez Campos (“Ms. Chavez Campos”) in claims for Labor Code violations arising from her employment with Schaad Family Almonds, Inc.; and DOES 1 through 100 (collectively referred to herein as “Employers”). Ms. Chavez Campos is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Employers’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, the “aggrieved employees” whom Ms. Chavez Campos seeks to represent are the other non-exempt employees of Employers who performed work in California at any time during the one year preceding the date of this letter through the present.

Ms. Chavez Campos started her employment with Employers as an almond sorter and quality control worker, working for Employers from approximately April of 2023 to April 12, 2024. Employers are in the agricultural industry and grow and sell a variety of nuts and nut products. Ms. Chavez Campos was generally scheduled to work 5 days per week, Monday-Friday, from approximately 3:30 p.m. to 11:45 p.m., but she often worked longer.

Throughout the duration of Ms. Chavez Campos’ employment with Employers, Ms. Chavez Campos and other aggrieved employees were not paid for all hours worked as Employers did not accurately keep track of all hours worked. Upon information and belief,

the time records maintained by Employers were not reflective of the actual number of hours that Ms. Chavez Campos and other aggrieved employees actually worked. Employers required Ms. Chavez Campos and other aggrieved employees to clock in and out using a timecard. Employers instructed Ms. Chavez Campos and other aggrieved employees to arrive at work 5 minutes early. Ms. Chavez Campos and other aggrieved employees were required to wash their hands, put on a mask, and put on maya or cachucha for the hair/head before clocking in, a process which took roughly five minutes, and was also required when returning from their meal period(s). Additionally, upon information and belief, Employers had a practice of shaving time worked beyond the 8th hour of work. Overall, Ms. Chavez Campos and other aggrieved employees were not compensated for at least approximately 1 hour of work each week either due to working off the clock or due to Employers shaving off their time worked. Moreover, Ms. Chavez Campos alleges on information and belief that Employers utilized an unlawful one-way rounding policy, which rounded employee time punches to the quarter-hour, which systemically caused employees to be paid for less time than they actually worked.

Employers also routinely did not provide Ms. Chavez Campos and other aggrieved employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours. Instead of clocking in and out after receiving a full and uninterrupted 30 minute meal period, on every shift, Ms. Chavez Campos and other non-exempt employees experienced meal period violations by being required to return to their shift before the full 30-minute uninterrupted meal period had been completed, and in the absence of any meal period waivers. Employers maintained a policy and practice whereby Ms. Chavez Campos and other non-exempt employees had to rush to finish meal periods early, because they were required to reduce their meal period by five minutes to accommodate washing their hands and being in place at their station immediately at the conclusion of the 30 minute meal period, such that a full, uninterrupted 30 minute meal period was not possible. Sometimes Employers told Ms. Chavez Campos and other non-exempt employees that they would end the workday earlier for skipping their meal periods; however, no compensation was provided to employees for doing so. Moreover, Employers failed to authorize second meal periods when employees worked over 10.0 hours. Despite Employers' failure to authorize and permit Ms. Chavez Campos and other non-exempt employees to take all lawful paid meal periods, due to their uniform and unlawful practices, Employers never provided Ms. Chavez Campos and other non-exempt employees with an additional hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Employers maintained no payroll code or another mechanism for the payment of meal period premiums in the event Ms. Chavez Campos and other non-exempt employees were not authorized to take lawful meal periods.

Similar to the meal period violations noted above, Employers also did not authorize Ms. Chavez Campos and other aggrieved employees to take all legally required rest periods. Specifically, Ms. Chavez Campos and other non-exempt employees were only provided with a single rest period. In lieu of a second or third rest period, Ms. Chavez Campos and other aggrieved employees were allowed to clock out 15 minutes before the

end of their shift. No missing rest period premiums were ever paid to aggrieved employees, including Ms. Chavez Campos. Every day, Ms. Chavez Campos and other non-exempt employees did not receive an uninterrupted second rest period every four hours (or major fraction thereof) because Employers instead required Ms. Chavez Campos and other non-exempt employees to work through their second rest period, and then clock out 15 minutes before that period was due to end. Despite Employers' failure to authorize and permit Ms. Chavez Campos and other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Employers never provided Ms. Chavez Campos and other non-exempt employees with an additional hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Employers maintained no payroll code or another mechanism for the payment of rest period premiums in the event Ms. Chavez Campos and other non-exempt employees were not authorized to take lawful rest periods.

Employers have maintained inaccurate payroll records, failed to timely pay all wages owed to non-exempt employees, and failed to timely and fully pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Employers' failure to accurately track time worked and compensate Ms. Chavez Campos and other aggrieved employees for all minimum and overtime wages, as well as the attendant failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

Employers failed to issue to Ms. Chavez Campos and other aggrieved employees accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee was paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Ms. Chavez Campos and other aggrieved employees worked overtime hours, but did not receive all overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. Employers also maintained a policy/practice of not compensating Ms. Chavez Campos and other aggrieved employees for all their overtime hours worked in the pay period. As discussed above, upon information and belief, Employers maintained a policy/practice of shaving time worked off of the paystubs of Ms. Chavez Campos and other aggrieved employees for purposes of avoiding payment for work beyond the scheduled time. Employers also did not compensate Ms. Chavez Campos and other aggrieved employees for their overtime worked off the clock. As a result, Employers failed to ensure that Ms. Chavez Campos and other aggrieved employees were being paid at least the minimum wage for all hours worked, and failed to

ensure that Ms. Chavez Campos and other aggrieved employees received proper overtime wages for all overtime hours worked.

Finally, Employers failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Ms. Chavez Campos and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Ms. Chavez Campos and other aggrieved employees, Employers failed to do so, in violation of Labor Code § 2810.5.

As described above, Employers committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 13 ("Wage Order 13"):

Minimum Wage Violations

Employers were required to pay Ms. Chavez Campos and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; Wage Order 13 § 4. As alleged above, Employers maintained and maintain timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Ms. Chavez Campos and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Chavez Campos and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

As alleged above, Employers failed to provide Ms. Chavez Campos and other aggrieved employees with all required and compliant meal periods due to Employers' meal period policies/practices that often fail to provide full, 30 minute off-duty first meal periods before the end of the fifth hour of work or a second meal period for shifts worked in excess of ten (10) hours. See Labor Code §§ 226.7 and 512; Wage Order 13, § 11. As a result, Ms. Chavez Campos and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Employers also failed to authorize and permit Ms. Chavez Campos and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 13, § 12. As a result, Ms. Chavez Campos and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

As described above, Employers were required to furnish Ms. Chavez Campos and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 13, § 7. As a result of Employers’ failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, Employers maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Chavez Campos and other aggrieved employees in violation of Labor Code § 226.

Overtime Wage Violations

Employers were required to pay Ms. Chavez Campos and other aggrieved employees overtime wages for all overtime hours worked. *See* Labor Code §§ 1194(a) and 1198; Wage Order 13, § 3. Wage Order 13 requires an employer to pay overtime wages when an employee’s hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. At all times relevant herein, Employers caused Ms. Chavez Campos and other aggrieved employees to work overtime hours but did not compensate Ms. Chavez Campos and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Employers failed to timely pay Ms. Chavez Campos and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages, and all meal and rest period premium wages at the time of aggrieved employees’ separation of employment. Pursuant to Labor Code § 203, Employers’ failure to pay all final wages due to Ms. Chavez Campos and other aggrieved employees was willful and, consequently, entitles Ms. Chavez Campos and other aggrieved employees to waiting time penalties equal to one day of wages at their standard

hourly rate for each day Employers failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

As an “aggrieved employee,” Ms. Chavez Campos will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Chavez Campos’s own investigation, and on information and belief, Employers committed and continue to commit the following Labor Code violations:

- a. Employers violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Chavez Campos and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Employers violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Chavez Campos and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- c. Employers violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Chavez Campos and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Ms. Chavez Campos and other aggrieved employees at their respective regular rates of compensation;
- d. Employers violated Labor Code § 226 by failing to furnish Ms. Chavez Campos and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Employers violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Chavez Campos and other aggrieved employees all overtime compensation earned;
- f. Employers violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment to Ms. Chavez Campos and other aggrieved employees;
- g. Employers violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Chavez Campos and other aggrieved employees; and
- h. Employers violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Ms. Chavez Campos and other aggrieved employees.

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Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Employers if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,

STANSBURY BROWN LAW, PC



Kathleen J. Becket