



22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094
Email: farzad@rastegarlawgroup.com
pavila@rastegarlawgroup.com
rastegarlawgroup.com

February 6, 2025

Sent Via Certified U.S. Mail

Sierra Transport, LLC
12856 Old River Road
Bakersfield, CA 93311

[Tracking No.: 7018 0360 0000 8464 3770]

RE: *Renee Verdoza v. Sierra Transport, LLC*

To Whom It May Concern:

This letter is the written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.*, including without limitation California Labor Code Sections 2699.3 (a)(1), 2699.3(b)(1), and/or 2699.3(c)(1) of the California Labor Code, and any other applicable provision of statute, rule, or law. On February 6, 2025, we filed this letter with the California Labor and Workforce Development Agency ("LWDA"). This letter is an important formal legal notice which may lead to immediate action against you and your company in a court of law and in administrative proceedings, or both and the imposition of substantial penalties and other orders and remedies against you and your company.

This office represents Renee L. Verdoza, who is a current employee of Sierra Transport, LLC in the State of California. We are investigating a potential class and representative California Labor Code Private Attorneys General Act ("PAGA") action on behalf of current and former employees, who worked for Sierra Transport, LLC.

FACTS AND THEORIES UPON WHICH THE ACTION WILL BE BASED:

A. ***Failure to Provide Compliant Rest Periods and Meal Periods***

IWC Wage Order 9-2001(11) and (12), as well Labor Code Section 512, require employers to provide a ten-minute, paid rest break, for every four-hour work period or major fraction thereof, as well as a thirty-minute unpaid meal period which must begin by the end of every fifth hour of a shift.

Labor Code 226.7 requires premium payments for each shift in which an employee is not provided with a meal period or rest break compliant with the Wage Order and Labor Code.

Ms. Verdoza alleges that she and other employees were not granted the opportunity to take their meal break when working an eight-hour shift as well their second meal break when working a ten-hour shift. Additionally, Ms. Verdoza and other employees of Sierra Transport, LLC. were not given the opportunity to take a duty-free thirty-minute meal break within the first five hours of their shift also required by California Labor Code Section 512 and IWC Wage Order 9-2001 (11)(A). Sierra Transport, LLC, as a matter of policy and practice, did not relieve employees from receiving all of the meal periods and rest breaks to which they are entitled in a compliant manner.

Furthermore, as set forth above, employers are required to make premium payments to employees who are denied compliant meal periods and rest breaks. However, Sierra Transport, LLC routinely failed to make required premium payments, and if +when premium payments are made, they are routinely in a lesser amount than that to which the employees are entitled, as a result of the failure to include non-discretionary compensation, including, but not limited to, “tips” wages, in the regular rate of compensation, as set forth above.

B. *Failure to Maintain Employee Time Records*

IWC Wage Order 9-2001(7)(A) provides:

“Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.”

Sierra Transport, LLC failed to record employee meal period start and stop times as a matter of policy and practice throughout their employment. Ms. Verdoza alleges that employees of Sierra Transport, LLC did not have a policy or system in place for employees to record meal periods. Instead, time was automatically deducted for meal periods from their timesheets. Furthermore, second meal periods were deducted

when Ms. Verdoza and other employees of Sierra Transport, LLC worked past the tenth hour of work, even in the event they had not received a second meal break.

Ms. Verdoza, along with other employees, was provided 'Retro Pay' to compensate for discrepancies in the accurate recording of time on their timesheets. However, neither Ms. Verdoza nor the other Sierra Transport employees were informed of the automatic deductions applied to their timesheets for meal periods. As a result, employees were unable to properly take into account what potential meal breaks violations they had accumulated.

C. *Failure to Provide Accurate Wage Statements*

California Labor Code Section 226 requires employers to provide accurate itemized wage statements to their employees. Sierra Transport, LLC failed to make, maintain, and provide accurate and compliant employment records which includes, but is not limited to, employee meal period time records. In failing to record and report accurate meal period start and end times, as well as potential meal premiums owed, Sierra Transport, LLC denied its employees the opportunity to verify that they were compensated correctly and fully on their wage statements. On account of the violations set forth above, Sierra Transport, LLC owed its employee's wages which were neither paid nor listed on employee wage statements. Ms. Verdoza alleges that the foregoing unlawful practices were accomplished pursuant to company policies and practices that were uniform throughout all sites serviced by Sierra Transport, LLC. This failure constitutes a violation of Section 226.

D. *Notice of Representation and Scope of Claims*

This notice is hereby given to and is made against Sierra Transport, LLC and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be employees of Sierra Transport, LLC or any related or alter ego company, corporation, partnership, and/or business entity, at any time on or after a date four years prior to the date of this letter at any location within the State of California.

This notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or regulations thereunder which might be

Undine Schwarz, Registered Agent
Sierra Transport, LLC
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discovered because of reasonable and diligent investigation made pursuant to this notice.

Very truly yours,

Rastegar Law Group, APC

A handwritten signature in blue ink, appearing to read 'Farzad Rastegar', with a stylized flourish at the end.

Farzad Rastegar, Esq.