

March 21, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Bagdasarian Services, LLC
Attn: Legal Department
62900 Lincoln St.
Mecca, CA 92254

Bagdasarian Services, LLC
Attn: Legal Department
2100 McKinney Ave., Ste. 1500
Dallas, TX 75201

Bagdasarian Services, LLC
Attn: Legal Department
65500 Lincoln St.
Mecca, CA 92254

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Bagdasarian
Services, LLC

From: Maricela Silva, on behalf of herself and all other current and former hourly nonexempt
employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Maricela Silva (“Ms. Silva”) (“Ms. Silva”) to seek compensation and all other available relief, including civil penalties on her behalf and on the behalf of all those similarly aggrieved (collectively with Ms. Silva, “Claimants”) who have been injured by Bagdasarian Services, LLC’s (“Bagdasarian Services”) violations of the California Labor Code. Ms. Silva, on behalf of herself and all other similarly aggrieved current

and former hourly nonexempt employees of Bagdasarian Services, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Bagdasarian Services is operating in California as a company that cultivates, grows, harvests, packages, and sells lemons and grapes wholesale to grocery retailers intra- and interstate for consumption.

Claimant Ms. Silva worked for Bagdasarian Services as an hourly, nonexempt employee first in the position of Agricultural Worker and then in the position of Butler, earning \$20.00 per hour and/or a piece rate of \$2.50 per box of lemons from approximately November 26, 2008 through October 20, 2024. Ms. Silva, on behalf of herself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in growing and harvesting lemons and grapes for wholesale and retail distribution. As part of their employment with Bagdasarian Services, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work, some with and some without pay, while performing tasks collectively including, but not limited to, attending safety meetings; clocking other employees in and out for timekeeping purposes; checking and ordering ice; maintenance; preparing tools for harvesting and packaging; cultivating and growing grapes and lemons; harvesting grapes and lemons; and packaging grapes and lemons; coordinating with forklift driver for placement of boxes for fieldworkers; inspecting bathrooms and stairs; filling out OSHA reports for incidents and safety concerns.

Claimant Ms. Silva regularly worked five (5) days per week for 10 hours or more hours per day. During the entire course of her employment, Bagdasarian Services failed to provide Ms. Silva and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal period and rest breaks. Bagdasarian Services has also failed to pay minimum wages to Ms. Silva and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 14-2001. As a consequence, Bagdasarian Services has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 14-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Bagdasarian Services has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Bagdasarian Services has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Bagdasarian Services has failed and continues to fail to keep accurate time records of Claimants' time worked and has failed to provide timely, accurate wage statements to Ms. Silva and other aggrieved persons in violation of Labor Code sections 226(a) and 1174(d). With regard to those no longer employed by Bagdasarian Services, including Ms. Silva, Bagdasarian Services has violated Labor Code section 203 by failing to pay all wages due upon separation. Bagdasarian Services has failed and continues to fail

to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for personal cell phone use, which were required to carry out their duties, in violation of Labor Code section 2802. Ms. Silva is informed and believes that such violations are ongoing, systematic, and continuous. Ms. Silva intends to bring an action against Bagdasarian Services under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Ms. Silva was employed by Bagdasarian Services from approximately November 26, 2008 through October 20, 2024 in the position of Butler. For a period of at least four (4) years prior to March 2025, but for our purposes here, one (1) year prior, Bagdasarian Services has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Bagdasarian Services has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 14-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because (1) Claimants were required to start preparing tools and doing other preparatory work before their shifts but were not permitted to clock in until their shift time began, which was to ensure that Claimants completed all of their work for the day; (2) Claimants would clock out for meal periods but would continue working to ensure that they completed all assigned work for the shift within their scheduled shift times of eight hours, (3) Bagdasarian Services refused to pay for overtime—hours worked in excess of eight hours in a shift. Claimants’ off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. In effect, these policies and practices cause Claimants to work off the clock through their meal periods and rest breaks and after their shifts, and therefore, constitute a failure on Bagdasarian Services’ part to provide both minimum wages and compliant meal periods and rest breaks. With that, Bagdasarian Services’ corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest

¹ Without limitation, Ms. Silva, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

breaks constitutes Bagdasarian Services' failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Bagdasarian Services' failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 14-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Bagdasarian Services failed to authorize and permit timely, full-length meal periods for Ms. Silva and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 14-2001. Ms. Silva and Claimants simply were not able to take their meal periods because Claimants were required to complete all of their assigned work for the shift such that they did not have time to take 30-minute meal periods. Bagdasarian Services, however, still required Claimants to clock out for meal periods, and Ms. Silva was responsible for clocking out all of her 15-20 team members for meal periods. As a result, Bagdasarian Services did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Bagdasarian Services required Ms. Silva and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 14-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Bagdasarian Services likewise failed to authorize and permit Ms. Silva and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 14-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in these instances, Claimants regularly worked through their rest breaks as a standard practice and direction from Bagdasarian Services. Ms. Silva and Claimants simply were not able to take their rest breaks because Claimants were required to complete all of their assigned work and were incentivized by a piece-rate that encouraged productivity and imposed quotas; these expectations made it impossible to both take rest breaks and complete all work in a shift before they exceeded eight hours since Claimants knew that they would not be compensated after eight hours. As such, Bagdasarian Services did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Bagdasarian Services may have paid Claimants for their nonproductive rest break time, however, it is not sufficient to compensate employees at the base rest break rate in lieu of paying them the rest break premiums. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 14-2001. Furthermore, since Bagdasarian Services required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Bagdasarian Services was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours

worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Ms. Silva and Claimants regularly worked overtime hours. Bagdasarian Services, however, enforced a time-shaving policy and practice to not pay Claimants for any overtime hours worked. Bagdasarian Services has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Bagdasarian Services failed to provide Ms. Silva and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 14-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Bagdasarian Services, including Ms. Silva, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Ms. Silva, did not receive her final pay of all wages within the requisite time based on the circumstances of her separation—immediately upon termination—nor did she receive all wages Bagdasarian Services owed her based on Bagdasarian Services’ prior failings to pay all wages owed every pay period, including but not limited to minimum wages, overtime wages, and meal and rest premiums owed and for all hours worked, as explained above. On October 25, 2024, Bagdasarian Services paid Ms. Silva her final wages approximately five days after her termination on October 20, 2024 via paper check Ms. Silva picked up on the same day Bagdasarian Services told her it was available, which was not immediately upon termination as required by law.

Labor Code section 1174(d) provides that employers must keep employees’ “payroll records showing the hours worked daily.” Pursuant to IWC Wage Order No. 14-2001, employers are required to **keep and maintain accurate time records** showing when employees begin and end each work period. During the relevant time period, Bagdasarian Services had a company-wide policy and engaged in a companywide practice of failing to record actual hours worked by the employee doing the work and instead relied on a designated employee to clock in/out their team members for shifts and meal periods, thereby failing to keep accurate records of actual work period start and stop times for Claimants, in violation of Labor Code section 1198. Because Bagdasarian Services failed to properly and accurately record the actual hours worked—and, therefore, the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on Claimants’ wage statements—Claimants have been prevented from verifying—solely from information on the wage statements themselves—that they were paid correctly and in full. Instead, Claimants have had to refer to other sources beyond their wage statements and reconstruct time records to determine whether in fact they were paid correctly and the extent to which they were underpaid, thereby causing them injury. Orion Logistics’ decision to fail to record this time was knowing and intentional because it was in the sole position to set forth and implement and enforce these companywide practices. Accordingly, Claimants are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)–(g).

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Bagdasarian Services pursuant to Labor Code section 226. First, Ms. Silva’s wage statements do not specify the number of piece-rate units for the pay period nor the applicable piece-rate.

Second, because Bagdasarian Services failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Bagdasarian Services for all necessary, **business-related expenses** they incurred in executing their duties for Bagdasarian Services. California Labor Code section 2802 provides that "An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Bagdasarian Services, however, has failed to fully reimburse Ms. Silva and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses associated with the use of their personal cell phones, which were required to communicate with supervisors and other employees during their shifts. Claimants assert this claim for the entirety of the liability period, at least until Bagdasarian Services began reimbursing all Claimants for personal cell phone use. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Bagdasarian Services' uniform failure to pay minimum and overtime wages, failure to authorize and permit full-length, off-duty meal periods and rest breaks or pay Claimants adequate premium compensation in lieu thereof, failure to keep and maintain accurate time records, failure to furnish timely and accurate wage statements, failure to reimburse all necessary, business-related expenses, and failure to pay all wages owed upon separation all violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1182.12, 1194, 1197, and 2802 and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Ms. Silva, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Bagdasarian Services for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The script is fluid and cursive, with the first name "Cheryl" and last name "Kenner" written in a single continuous line.

Cheryl A. Kenner