

GAINES | LAW

GAINES LAW CORPORATION

EVAN S. GAINES, Esq.

4550 East Thousand Oaks Boulevard, Suite 100

Westlake Village, CA 91362

evan@gaines.law • www.gaines.law

Tel. (805) 892-8200 • Fax (805) 800-8928

April 4, 2025

Via Certified Mail

Labor & Workforce Development Agency
By online submission

CV Resources, Inc.
5291 California Ave, Suite 310
Irvine, CA 92617

Defendant mailed certified # 9589 0710 5270 3873 97

Rehrig Pacific Company
900 Corporate Center Dr, Suite 600
Monterey Park, CA 91754

Defendant mailed certified # 9589 0710 5270 3874 03

Agent for Service of Process for CV Resources, Inc.
Ben Nix
4 Park Plaza, Suite 1100
Irvine, CA 92614

Agent mailed certified # 9589 0710 5270 3874 10

Agent for Service of Process for Rehrig Pacific Company
Cogency Global, Inc.
Erin Haggerty
1325 J Street, Suite 1550
Sacramento, CA 95814

Agent mailed certified # 9589 0710 5270 3874 27

Re: ***Labor Code Violations of CV Resources, Inc. and Rehrig Pacific Company
Compliance Letter of California Labor Code § 2698 - Private Attorneys General
Act***

Dear LWDA:

This office represents Nelida Vazquez, a former non-exempt California employee of CV Resources, Inc. and/or Rehrig Pacific Company (collectively, "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations that we allege Defendants engaged in with respect to our client and their other non-exempt California employees ("Aggrieved Employees").

Defendants failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift

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worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. Defendants also failed to maintain accurate records showing the start and stop time of meal periods since Defendants did not require our client and Aggrieved Employee to record their meal periods. This violates Labor Code §§ 226.7, 512, 558, 1174, and 1174.5 and IWC Wage Order 4-2001.

Defendants failed to pay correct premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. They were simply denied and not authorized to take their legally entitled rest periods and were never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendants also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, cellular phone expenses and internet expenses. Specifically, when our client and Aggrieved Employees worked on a hybrid schedule and worked from home, they were required to use their cellular phone to communicate with Defendants and internet to perform work for Defendants, but were not reimbursed for these expenses. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. These instances violate Labor Code § 2802.

Our client further alleges that Defendants failed to provide her and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendants failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201-203. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. Additionally, when our client was terminated from her employment with Defendants, she was not issued her final wages at the time of her termination; rather Defendants issued her final wages many days later. Our client contends that Defendants maintain a policy and practice to pay their employees' final wages upon separation of employment beyond that permitted

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by law. This violates Labor Code §§ 201-203 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendants.

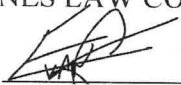
The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendants or their attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: 

EVANS S. GAINES
