



June 9, 2025

VIA LWDA WEBSITE

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

Re: *Alejandro Salvidar Estrada v. Grimmerus Cattle Company, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Alejandro Salvidar Estrada (“Mr. Estrada”) in claims for Labor Code violations arising from his employment with Grimmerus Cattle Company, Inc. (the “Employer”). Mr. Estrada is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Employer’s 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 Mr. Estrada seeks to represent are the other aggrieved employees of Employer who performed work for Employer in California at any time during the one year preceding the date of this letter through the present.

Employer is in the business of cattle operations. According to the company website, they “buy, sell and feed cattle.” Mr. Estrada began working for Employer in approximately May of 2014 and continued working through approximately July 8, 2024. Mr. Estrada was a maintenance employee tasked with cleaning cattle pens. When his foreman went on vacation he was also tasked with covering that job. Mr. Estrada generally worked Monday through Saturday from approximately 6:00 a.m. through approximately 3:30 p.m. or up to 10:00 p.m.

Throughout the duration of Mr. Estrada’s employment with Employer, Mr. Estrada and other aggrieved employees were not paid all wages earned for all hours worked as the Employer would not accurately keep track of their actual hours worked. Upon information and belief, the time records maintained by Employer were not reflective of the actual number of hours that Mr. Estrada and other aggrieved employees actually worked. Mr. Estrada and other aggrieved employees were required to clock in every day using their hand print. When they clocked out, this system would not allow for any option other than indicating that all rest periods had been received. In addition, Mr. Estrada and other

aggrieved employees spent approximately 5-7 minutes each day performing off the clock work, as they were required to don and doff plastic work boots before clocking in and after clocking out, resulting in, at a minimum, an hour of uncompensated, off-the-clock work each week.

Mr. Estrada and other aggrieved employees worked overtime hours, based on the requirements of Wage Order 14, but generally did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. Employer paid Mr. Estrada and other aggrieved employees non-discretionary bonuses, and other forms of non-discretionary pay that are not excludable from the regular rate of pay (hereinafter the aforementioned forms of pay are referred to as "Incentive Pay"). Despite Employer's payment of Incentive Pay to Mr. Estrada and other aggrieved employees, Employer failed to properly calculate the regular rate of pay, thereby causing Mr. Estrada and other aggrieved employees to be underpaid all required overtime wages. As discussed above, Mr. Estrada and other non-exempt employees worked at least approximately fourteen (10-14) minutes per day without any compensation at all. As a result, Employer failed to ensure that Mr. Estrada and other non-exempt employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Mr. Estrada and other non-exempt employees received proper overtime wages for all overtime hours worked, in compliance with Wage Order 14.

Employer did not always provide Mr. Estrada and other aggrieved employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally compliant second meal period when they worked shifts longer than 10 hours. Despite Employer's failure to provide Mr. Estrada and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, Employer did not always provide Mr. Estrada and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Mr. Estrada estimates that he was not paid for missed meal periods at least once a month. Upon information and belief, during at least a portion of the class period, Employer maintained no payroll code or another mechanism for the payment of meal period premiums in the event Mr. Estrada and other aggrieved employees were not authorized to take lawful meal periods.

Even though Mr. Estrada and other aggrieved employees sometimes worked beyond 10 hours in a work day, they were not authorized to take their third 10-minute rest period. Employer did not provide Mr. Estrada and other aggrieved employees with an 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, Employer maintained no payroll code or another mechanism for the payment of rest period premiums in the event Mr. Estrada and other aggrieved employees were not authorized to take lawful rest periods.

Employer failed to issue to Mr. Estrada 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 is 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, Employer failed to adequately reimburse Mr. Estrada and other aggrieved employees for all reasonable and necessary work expenditures. Mr. Estrada was not ever provided any reimbursement for these necessary uses. Necessary expenses Mr. Estrada and other aggrieved employees incurred included but were not limited to use of personal vehicles, cell phones and the annual purchase of plastic work boots.

Employer has maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Employer's failure to accurately compensate Mr. Estrada and other aggrieved employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and authorize all required rest periods. Mr. Estrada did not receive his final paycheck until a week after his involuntary separation from Employer.

Finally, Employer failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Mr. Estrada 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 Mr. Estrada and other aggrieved employees, Employer failed to do so, in violation of Labor Code § 2810.5.

As described above, Employer committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 14 ("Wage Order 14"):

Minimum Wage Violations

Employer was required to pay Mr. Estrada 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 14 § 4. As alleged above, Employer maintained and maintains timekeeping policies/practices that regularly, systematically, and

impermissibly underreport the hours worked by Mr. Estrada and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Estrada and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employer was required to pay Mr. Estrada and other aggrieved employees overtime wages for all overtime hours worked. *See* Labor Code §§ 1194(a) and 1198; Wage Order 14, § 3. Wage Order 14, § 3 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, Employer caused Mr. Estrada and other aggrieved employees to work overtime hours but did not compensate Mr. Estrada and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Meal Period Violations

As alleged above, Employer failed to provide Mr. Estrada and other aggrieved employees with all required and compliant meal periods due to Employer's 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 14, § 11. As a result, Mr. Estrada 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, Employer also failed to authorize and permit Mr. Estrada and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 14, § 12. As a result, Mr. Estrada 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.")

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Failure to Pay All Agreed-Upon Wages Including Bonus Wages Accrued

As alleged above, Employer also willfully failed to pay Mr. Estrada and other aggrieved employees all agreed-upon wages owed, including bonus wages accrued. *See* Labor Code §§ 204 and 221-223. As a result, Mr. Estrada and other aggrieved employees are entitled to the unpaid amount of the agreed-upon wages owing.

Failure to Reimburse Necessary Business Expenses

Employer were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Employer were subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged herein, due to Employer’ unlawful reimbursement practices, Employer failed to indemnify Mr. Estrada and other aggrieved employees for all necessary business expenses incurred, in the performance of their work duties. Mr. Estrada and other aggrieved employees were not ever provided any reimbursement for its necessary use.

Wage Statement Violations

As described above, Employer was required to furnish Mr. Estrada 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 14, § 7. As a result of Employer’ failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, Employer maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Estrada and other aggrieved employees in violation of Labor Code § 226.

Waiting Time Penalties

Labor Code §§ 201 and 202 requires that employees receive all of their final wages at the time of their separation of employment. Employer failed to timely pay Mr. Estrada 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, Employer’ failure to pay all final wages due to Mr. Estrada and other aggrieved employees was willful and, consequently, entitles Mr. Estrada and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Employer failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

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

- a. Employer violated Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Estrada and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Employer violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Estrada and other aggrieved employees all overtime compensation earned;
- c. Employer 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 Mr. Estrada and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Employer violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Estrada and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Mr. Estrada and other aggrieved employees at their respective regular rates of compensation;
- e. Employer violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Estrada and other aggrieved employees for all work-related expenses incurred;
- f. Employer violated Labor Code § 226 by failing to furnish Mr. Estrada and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Employer violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment to Mr. Estrada and other aggrieved employees;
- h. Employer violated Labor Code § 204 by failing to pay Mr. Estrada and other aggrieved employees all wages earned at least twice during each calendar month;
- i. Employer violated Labor Code § 205 by failing to pay Mr. Estrada and other aggrieved employees all wages earned up to and including the fourth day before the scheduled payday;

- j. Employer violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Estrada and other aggrieved employees;
- k. Employer violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Mr. Estrada and other aggrieved employees; and
- l. Employer violated Labor Code §§ 204 and 221-223 by failing to pay Mr. Estrada and other aggrieved employees all agreed-upon wages including bonus wages accrued.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Employer 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

cc: Grimmerius Cattle Company, Inc. (via certified mail)
Michael Conway, Esq. (via e-mail)