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April 26, 2023

VIA E-FILING

California Labor & Workforce Development Agency

Re: Cesar Ramirez / Yellow Logistics, Inc. – Case No. LWDA-CM-943673-23

To whom it may concern:

We are in receipt of Cesar Ramirez's March 22, 2023 notice letter regarding the alleged wage and hour violations he experienced during his alleged employment at Yellow Logistics, Inc.¹ ("Yellow Logistics" or the "Company"). We represent the Company and ask that all future correspondences regarding this matter be directed to our attention.

Yellow Logistics denies all of the allegations in Mr. Ramirez's notice letter as follows:

- Mr. Ramirez is a former Yellow Logistics employee whose employment began on or around July 6, 2021 and ended on February 3, 2023.² From the period of on or around March 10, 2020 until his hire date, Mr. Ramirez was employed by Select Staffing Services and was assigned a position at the Yellow Logistics terminal. During all relevant times of Mr. Ramirez's employment with Yellow Logistics, Yellow Logistics compensated Mr. Ramirez and other employees for all hours worked at the correct rate of pay, including minimum, overtime, and double time wages whenever applicable, as required by California Labor Code §§ 510, 1198, 1194, 1197 and the applicable IWC Wage Order. Mr. Ramirez and other employees also received compliant meal and rest periods, or premium compensation in lieu thereof, as required by California Labor Code §§ 226.7, 512, 516 and the applicable IWC Wage Order. Because all wages and other compensation were paid when due, Mr. Ramirez cannot state a claim for failure to pay wages upon separation under California Labor Code §§ 201, 202 and 203, either on behalf of himself or others.
- At all relevant times, Yellow Logistics provided Mr. Ramirez and all employees with appropriate wage statements containing all of the information required by California Labor Code § 226(a).

¹ Yellow Corporation, also named in Mr. Ramirez's notice letter, is the parent company of Yellow Logistics.

² In his PAGA notice, Mr. Ramirez misstates the relevant employed period by claiming he was employed by the Company from March 2019 until January 2023.

Thus, Mr. Ramirez cannot state a claim for failure to provide compliant wage statements, either on behalf of himself or others.

- At all relevant times, Yellow Logistics paid employees including Mr. Ramirez on an appropriate and lawful payroll schedule, and all wages were paid within seven calendar days following the close of each payroll period. As a result, Mr. Ramirez cannot state a claim, either on behalf of himself or others, under Labor Code § 204, because Mr. Ramirez’s pay schedule complies with the requirements. (See Lab. Code § 204(b) [“Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”].)
- Yellow Logistics has maintained all required payroll records for at least the past three years, in compliance with California Labor Code § 1174(d). As a result, Mr. Ramirez cannot state a claim, either on behalf of himself or others, for failure to comply with § 1174(d).

Mr. Ramirez cannot state a claim for violation of California Labor Code §§ 551 and 552 because Yellow Logistics complied and continues to comply with the requirements set forth in California Labor Code §§ 551 and 552 (and all other Labor Code provisions). Neither can Mr. Ramirez state a violation of Labor Code § 558 for the same reason.

Additionally, the allegations contained within Mr. Ramirez’s notice letter are insufficient for the Company or the Labor & Workforce Development Agency (“LWDA”) to investigate any of Mr. Ramirez’s claims. Some examples, without limitation, include:

- Mr. Ramirez claims he and other “aggrieved employees” suffered various violations, but the notice letter fails to identify a single aggrieved employee or potential witness regarding any of the alleged claims.
- Mr. Ramirez claims that an unnamed manager violated various Labor Codes, but fails to identify who this individual may be.
- Mr. Ramirez’s notice letter fails to specify the job duties he and other employees performed off-the-clock, or specify any details that would indicate when and how often he and others were allegedly performing work off the clock. The notice letter also fails to specify how much time Mr. Ramirez and others would spend allegedly performing work off the clock.
- Mr. Ramirez’s notice letter fails to specify the work he and other employees allegedly performed during meal and rest periods. The notice letter also fails to specify when and how often he and others allegedly missed or were interrupted from their meal and/or rest periods.

In sum, Yellow Logistics denies all of the allegations in Mr. Ramirez’s notice letter and further notes that the letter fails to include facts sufficient to investigate the claims alleged against Yellow Logistics.

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We thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be 'PD' or similar initials, written in a cursive style.

Pankit Doshi

**McDermott
Will & Emery**