

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 6, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Re: *Jesus Zarate Rodriguez v. Sierra-Cascade Nursery, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Jesus Zarate Rodriguez (“Mr. Rodriguez”) in claims arising from his employment with Sierra-Cascade Nursery, Inc.; and Does 1 through 100 (collectively “Sierra-Cascade Nursery”). Mr. Rodriguez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Sierra-Cascade Nursery’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 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, “aggrieved employees” include all of Sierra-Cascade Nursery’s non-exempt employees who worked for Sierra-Cascade Nursery in California during the one year immediately preceding the date of this letter through the present.

Sierra-Cascade Nursery is in the business of growing and harvesting various fruits, vegetables, and other crops. Mr. Rodriguez worked for Sierra-Cascade Nursery in the non-exempt position of “plant worker” and was initially hired by Sierra-Cascade Nursery in approximately September 2010. Mr. Rodriguez has been on a medical leave of absence since approximately November 2025.

Throughout Mr. Rodriguez’s employment with Sierra-Cascade Nursery, Mr. Rodriguez was paid on a piece-rate basis, whereby Mr. Rodriguez was paid a pre-determined rate per item (e.g., fruit or vegetable) “completed.” During his employment with Sierra-Cascade Nursery, Sierra-Cascade Nursery failed to pay Mr. Rodriguez and other aggrieved employees who were compensated on a piece-rate basis for so-called “non-productive” time (i.e., hours that they were working but were not actually performing piece-rate work). Under Sierra-Cascade Nursery’s piece-rate compensation system, Mr. Rodriguez and other aggrieved employees were not compensated for time spent waiting or performing necessary work-related tasks that were not tied directly to earning a piece rate. As a result of these practices, Sierra-Cascade Nursery did not pay Mr. Rodriguez and other aggrieved employees for all hours worked at the minimum wage when they were being compensated on a piece-rate basis, as Sierra-Cascade Nursery failed

to pay Mr. Rodriguez and other aggrieved employees for non-productive hours. *See Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (holding that a piece-rate compensation structure that does not separately compensate employees for non-productive time violates California minimum wage laws).

Additionally, during a portion of Mr. Rodriguez's employment with Sierra-Cascade Nursery, Mr. Rodriguez and other aggrieved employees were not able to record their hours worked, including their start and end times as well as their meal periods. Instead, during this portion of Mr. Rodriguez's employment, Mr. Rodriguez is informed and believes that Sierra-Cascade Nursery recorded Mr. Rodriguez's hours worked and in doing so, failed to record the correct start and end times of Mr. Rodriguez's shifts, resulting in a failure to compensate for all hours actually worked. As a result of Sierra-Cascade Nursery's failure to pay Mr. Rodriguez and other aggrieved employees for their actual hours worked, Sierra-Cascade Nursery failed to pay Mr. Rodriguez and other aggrieved employees for all minimum and overtime wages earned.

Sierra-Cascade Nursery paid Mr. Rodriguez and other aggrieved employees piece-rate pay, and other forms of non-discretionary payments, including payments denoted on Mr. Rodriguez's wage statements as "QLTY B," that must be included in the regular rate of pay (hereinafter "Incentive Pay"). However, Sierra-Cascade Nursery failed to properly calculate Mr. Rodriguez's and other aggrieved employees' regular rates of pay for overtime purposes as a result of Mr. Rodriguez's and other aggrieved employees' receipt of Incentive Pay and for failing to include the value of non-productive time worked for those occasions where Mr. Rodriguez and other aggrieved employees were paid on a piece-rate basis. Instead, Mr. Rodriguez and other aggrieved employees were paid less than one and one-half times (or two times in the case of double-time hours) the legal regular rate of pay for all overtime hours worked.

In addition, Sierra-Cascade Nursery did not separately compensate Mr. Rodriguez or other aggrieved employees paid on a piece-rate basis for rest periods, as required under *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, 872 ("under the rule of *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 323, rest periods must be separately compensated in a piece-rate system."). Accordingly, Sierra-Cascade Nursery is liable for rest period penalties for its failure to authorize and permit Mr. Rodriguez and other aggrieved employees paid on a piece-rate basis to take paid rest periods.

Mr. Rodriguez and other aggrieved employees were also not authorized and permitted to take all required rest periods due to Sierra-Cascade Nursery's unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Mr. Rodriguez and other aggrieved employees were not able to take their legally compliant rest breaks due to work demands imposed by Sierra-Cascade Nursery. Additionally, although Mr. Rodriguez and other aggrieved employees occasionally worked shifts in excess of 10.0 hours, Mr. Rodriguez and other aggrieved employees were not authorized and permitted a third rest period during shifts in excess of 10.0 hours. On those occasions when Mr. Rodriguez and other

aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Sierra-Cascade Nursery failed to compensate Mr. Rodriguez and other aggrieved employees with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Sierra-Cascade Nursery maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to its non-exempt employees.

Sierra-Cascade Nursery also failed to provide Mr. Rodriguez and other aggrieved employees with all legally compliant meal periods due to Sierra-Cascade Nursery's meal period policies/practices, which resulted in late (commencing after the fifth hour of work) and short (fewer than 30 minutes) meal periods. Mr. Rodriguez and other aggrieved employees' meal periods were frequently "late" (i.e., starting after the completion of the fifth hour of work) because Sierra-Cascade Nursery's work demands prevented them from taking a timely meal period. Furthermore, Sierra-Cascade Nursery did not require Mr. Rodriguez and other aggrieved employees to punch out for meal periods or record their meal periods. Upon information and belief, Sierra-Cascade Nursery automatically deducted 30 thirty minutes from Mr. Rodriguez's and other aggrieved employees' daily hours worked for a purported meal period, notwithstanding the fact that Mr. Rodriguez and other aggrieved employees did not always receive a compliant, uninterrupted, off-duty meal period. In addition, Sierra-Cascade Nursery failed to provide Mr. Rodriguez and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Rodriguez and other aggrieved employees were not provided with all legally required meal periods to which they were entitled, Sierra-Cascade Nursery failed to compensate Mr. Rodriguez with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Sierra-Cascade Nursery maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

Sierra-Cascade Nursery required Mr. Rodriguez and other aggrieved employees to purchase tools and protective gear in order to perform their job duties, including the purchase of gloves, aprons, and scissors, however, Sierra-Cascade Nursery failed to reimburse Mr. Rodriguez and other aggrieved employees for the purchase of these necessary items. As a result of Sierra-Cascade Nursery's failure to reimburse Mr. Rodriguez and other aggrieved employees for these necessary work expenditures, Mr. Rodriguez and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802.

As a result of Sierra-Cascade Nursery's failure to pay all minimum and overtime wages, and failure to pay all meal and rest period premium wages, Sierra-Cascade Nursery failed to issue accurate itemized wage statements. Moreover, the wage statements issued to Mr. Rodriguez and other aggrieved employees were facially deficient in that the wage statements did list the number of piece-rate unites earned and the applicable piece rate, in

violation of Labor Code § 226(a)(3).

As described above, Sierra-Cascade Nursery committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 14 (“Wage Order 14”):

Minimum Wage Violations

Sierra-Cascade Nursery was required to pay Mr. Rodriguez 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, Sierra-Cascade Nursery failed to conform its pay practices to the requirements of the law by failing to pay Mr. Rodriguez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Sierra-Cascade Nursery and/or suffered or permitted to work under the California Labor Code and Wage Order 14. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Rodriguez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Sierra-Cascade Nursery was required to pay Mr. Rodriguez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 14, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Sierra-Cascade Nursery caused Mr. Rodriguez and other aggrieved employees to work overtime hours but did not compensate Mr. Rodriguez and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Rodriguez and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Sierra-Cascade Nursery failed to provide Mr. Rodriguez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 14, § 11. As a result, Mr. Rodriguez 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, Sierra-Cascade Nursery also failed to authorize and permit Mr. Rodriguez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 14, § 12. As a result, Mr. Rodriguez 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 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.”)

Failure to Reimburse Employees for All Necessary Business Expenditures

As alleged above, Sierra-Cascade Nursery failed to reimburse Mr. Rodriguez and other aggrieved employees for necessary work expenses, including the purchase of tools and protective gear, including gloves, aprons, and scissors, needed to perform their job duties. Sierra-Cascade Nursery's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 14, § 9, and Labor Code §§ 2802 and 2804 (“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.”) Mr. Rodriguez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Sierra-Cascade Nursery was required to furnish Mr. Rodriguez 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 Sierra-Cascade Nursery's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Sierra-Cascade Nursery maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Rodriguez and other aggrieved employees in violation of Labor Code § 226. Sierra-Cascade Nursery's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Rodriguez and other aggrieved employees have suffered injury as a result.

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

- a. Sierra-Cascade Nursery violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Rodriguez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Sierra-Cascade Nursery violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Rodriguez and other aggrieved employees all overtime compensation earned;
- c. Sierra-Cascade Nursery violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Rodriguez and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Sierra-Cascade Nursery violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Rodriguez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Rodriguez and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- e. Sierra-Cascade Nursery violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Rodriguez and other aggrieved employees for all necessary expenditures incurred;
- f. Sierra-Cascade Nursery violated Labor Code § 226 by failing to furnish Mr. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Sierra-Cascade Nursery violated Labor Code § 204 by failing to pay Mr. Rodriguez and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Sierra-Cascade Nursery violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Rodriguez and other aggrieved employees.

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Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Sierra-Cascade Nursery if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Sierra-Cascade Nursery, Inc. (via certified mail)