



July 23, 2024

VIA LWDA WEBSITE

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

Re: *Francisca Zenaida Chavez v. Universal Labor Solutions, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Francisca Zenaida Chavez (“Ms. Zenaida Chavez”) in claims for Labor Code violations arising from her employment with Universal Labor Solutions, Inc. (“ULS”), Christopher Ranch LLC (“Client-Employer”); and DOES 1 through 100 (collectively “Employers”). Ms. Zenaida Chavez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Employers’ 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.

During Ms. Zenaida Chavez’s employment with ULS, she performed work for Client-Employer and other presently unknown entities. As such, Client-Employer is jointly liable with ULS and the other unknown entities for all civil legal responsibility and civil liability for the payment of wages, including sums payable to an employee or the state of California based upon any failure to pay wages, pursuant to Labor Code § 2810.3.

For purposes of this letter, the “aggrieved employees” whom Ms. Zenaida Chavez seeks to represent are the other non-exempt employees of ULS who performed work for Client-Employer in California at any time during the one year preceding the date of this letter through the present.

ULS is in the agricultural business and employs seasonal farm labor employees to harvest agricultural goods. Ms. Zenaida Chavez began her employment with Employers in approximately July 2022 and worked with Employers for a few days of the garlic season. Ms. Zenaida Chavez returned to work with Employers for the garlic season for several weeks in approximately June and July 2023. Ms. Zenaida Chavez’s last day worked was on or about July 18, 2023. The violations addressed herein did not accrue until the date of her last paycheck which was July 27, 2023. Ms. Zenaida Chavez worked as an agricultural worker and she was tasked with clipping garlic. Ms. Zenaida Chavez was generally

scheduled to work from Monday to Saturday from approximately 5:00 a.m. or 5:30 a.m. to 1:00 p.m. or 2:00 p.m. or up to 2:30 p.m.

Throughout the duration of Ms. Zenaida Chavez's employment with Employers, Ms. Zenaida Chavez and other aggrieved employees were not paid for all hours worked as Employers would not accurately keep track of their actual hours worked. Instead, Employers paid Ms. Zenaida Chavez and other aggrieved employees on a piece-rate basis. Ms. Zenaida Chavez and other aggrieved employees were allegedly paid an hourly minimum wage if their earned piece-rate compensation did not exceed their minimum wages earned in a pay period. However, on information and belief, Ms. Zenaida Chavez alleges that Employers did not employ accurate timekeeping practices when she performed piece work and at no point was Ms. Zenaida Chavez made to confirm or sign off on her hours worked. Instead, approximately daily, Employers asked Ms. Zenaida Chavez and other aggrieved employees to write down their names in a notebook located in the lunch room. Ms. Zenaida Chavez and other aggrieved employees were not paid at least the minimum wage for all hours worked.

Furthermore, Ms. Zenaida Chavez and other aggrieved employees worked weekly overtime hours, based on the requirements of Wage Order 14, but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. On those occasions where Ms. Zenaida Chavez worked overtime hours during the week, Ms. Zenaida Chavez was rarely, if ever, compensated at the requisite overtime rate of pay in favor of paying her only for piece rate work. For example, Ms. Zenaida Chavez frequently worked on Saturdays which would have entitled her to statutory overtime compensation as she would exceed the hourly overtime thresholds as set forth in Wage Order 14. However, Ms. Zenaida Chavez did not receive all overtime pay despite this reality. Employers also failed to provide "Reporting Time Pay" to Ms. Zenaida Chavez and other aggrieved employees on those occasions where they were required to report to Employers' worksite but not able to perform work due to weather conditions or otherwise. Employers failed to provide any sort of compensation to Ms. Zenaida Chavez and the other aggrieved employees on those occasions where they reported to the worksite but was unable to perform any work in violation of the "Reporting Time Pay" requirements as set forth in Wage Order 14 § 5. Ms. Zenaida Chavez never formally clocked in or clocked out during her shifts and was never provided any sort of timecard reflecting the hours she worked. As a result, Employers failed to ensure that Ms. Zenaida Chavez and other aggrieved employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Ms. Zenaida Chavez and other aggrieved employees received proper overtime wages for all overtime hours worked, in compliance with Wage Order 14.

Ms. Zenaida Chavez and other aggrieved employees were not authorized to take all legally required rest periods. Ms. Zenaida Chavez did not always receive a full 10-minute rest period. Instead, sometimes she would work throughout the entirety of her shifts and spend less than 10 minutes resting every 4 hours. Ms. Zenaida Chavez does not recall ever being told by Employers that she was entitled to a 10-minute meal period. Also, Ms.

Zenaida Chavez did not receive compensation for all rest and recovery time each week that she worked. The rate at which these rest and recovery periods was paid at was often incorrect in a manner that served to undercompensate Ms. Zenaida Chavez and other aggrieved piece rate employees for statutory rest and recovery time. For example, check no. 064807 to Ms. Zenaida Chavez shows that Ms. Zenaida Chavez was compensated for only one rest period on July 21, 2022 even though she worked more than 6 hours. As such, Employers neglected to pay Ms. Zenaida Chavez and other aggrieved employees for rest and recovery periods despite their entitlement to such pay. Despite Employers' failure to authorize and permit Ms. Zenaida Chavez and other aggrieved employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Employers did not provide Ms. Zenaida Chavez 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.

Employers have failed to accurately record and compensate Ms. Zenaida Chavez and other aggrieved employees who are compensated on a piece-rate basis for non-productive time. *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). Ms. Zenaida Chavez and other aggrieved employees were required to perform work duties and activities that were not directly compensated on a piece-rate basis such as cleaning shears or sharpening shears. Ms. Zenaida Chavez estimates that she spent approximately 13 or 14 minutes per day cleaning and sharpening shears, inclusive of approximately 3 or 4 minutes taking the shears apart and running them under water and another 10 minutes cleaning the shears and that time was uncompensated by Employers. Despite this non-productive time being worked on a daily basis, Ms. Zenaida Chavez and other aggrieved employees were vastly undercompensated for non-productive time, if they were compensated at all. Additionally, employees were not compensated for bathroom and water breaks, waiting in lines, and/or other mandatory duties that were not directly compensated on a piece-rate basis. Ms. Zenaida Chavez alleges that all this time constitutes unproductive worktime which must be compensated under California law. Accordingly, Ms. Zenaida Chavez estimates that she and other aggrieved employees worked at least an additional 2 hours per week of non-productive time that was uncompensated. As such, Ms. Zenaida Chavez alleges that Employers have not accurately tracked and compensated employees' non-productive time in compliance with Labor Code § 226.2.

Employers also did not provide Ms. Zenaida Chavez and other aggrieved employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours. Ms. Zenaida Chavez and other aggrieved employees rarely, if ever, were entitled to exercise the use of a thirty-minute uninterrupted meal period despite almost always working at least 5.0 hours in a day. Rather, Ms. Zenaida Chavez and other aggrieved employees would generally spend a maximum of 15 or 20 minutes on eating a meal before returning to work. Ms. Zenaida Chavez and other aggrieved employees were not only unable to exercise their right to an uninterrupted, 30-minute period, but they were unaware of their right to do so. Ms. Zenaida Chavez and other aggrieved employees were not informed by Employers of their legal right to take a duty-free, uninterrupted meal period

before the conclusion of their fifth hour of work pursuant to Labor Code Section 512. Upon information and belief, Employers did not accurately record meal periods in any manner. Despite Employers' failure to provide Ms. Zenaida Chavez and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, Employers did not provide Ms. Zenaida Chavez 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.

Furthermore, Employers failed to adequately reimburse Ms. Zenaida Chavez and other aggrieved employees for all reasonable and necessary work expenditures, including but not limited to requiring Ms. Zenaida Chavez to purchase her own gloves and hat. Ms. Zenaida Chavez was not ever provided any reimbursement for this necessary use.

As a result of Employers' failure to accurately compensate Ms. Zenaida Chavez and other aggrieved employees for non-productive time, failure to pay all minimum and overtime wages, and failure to provide all required meal periods and authorize all rest periods or pay premium pay in lieu thereof, Employers have 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.

Finally, Employers failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Ms. Zenaida Chavez 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 Ms. Zenaida Chavez and other aggrieved employees, Employers failed to do so, in violation of Labor Code § 2810.5.

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

Minimum Wage Violations

Employers were required to pay Ms. Zenaida Chavez 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, Employers maintained and maintains timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Ms. Zenaida Chavez and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Zenaida Chavez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employers were required to pay Ms. Zenaida Chavez 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, Employers caused Ms. Zenaida Chavez and other aggrieved employees to work overtime hours but did not compensate Ms. Zenaida Chavez and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Meal Period Violations

As alleged above, Employers failed to provide Ms. Zenaida Chavez and other aggrieved employees with all required and compliant meal periods due to Employers' 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, Ms. Zenaida Chavez 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, Employers also failed to authorize and permit Ms. Zenaida Chavez 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, Ms. Zenaida Chavez 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.")

Failure to Reimburse Necessary Business Expense

Employers 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.” Employers 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 Employers’ unlawful reimbursement practices, Employers failed to indemnify Ms. Zenaida Chavez and other aggrieved employees for all necessary business expenses incurred, in the performance of their work duties. Ms. Zenaida Chavez and other aggrieved employees were not ever provided any reimbursement for its necessary use.

Wage Statement Violations

As described above, Employers were required to furnish Ms. Zenaida Chavez 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 Employers’ failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, Employers maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Zenaida Chavez and other aggrieved employees in violation of Labor Code § 226.

Waiting Time Penalties

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

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

- a. Employers violated Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Zenaida Chavez and other aggrieved employees the statutory minimum wage for all hours worked;

- b. Employers violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Zenaida Chavez and other aggrieved employees all overtime compensation earned;
- c. Employers 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 Ms. Zenaida Chavez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Employers violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Zenaida Chavez and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Ms. Zenaida Chavez and other aggrieved employees at their respective regular rates of compensation;
- e. Employers violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Zenaida Chavez and other aggrieved employees for all work-related expenses incurred;
- f. Employers violated Labor Code § 226 by failing to furnish Ms. Zenaida Chavez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Employers violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment to Ms. Zenaida Chavez and other aggrieved employees;
- h. Employers violated Labor Code § 204 by failing to pay Ms. Zenaida Chavez and other aggrieved employees all wages earned at least twice during each calendar month;
- i. Employers violated Labor Code § 205 by failing to pay Ms. Zenaida Chavez and other aggrieved employees all wages earned up to and including the fourth day before the scheduled payday;
- j. Employers violated Labor Code § 245.5 by failing to permit and authorize Ms. Zenaida Chavez and other aggrieved employees to exercise the use of their accrued paid sick leave days;
- k. Employers violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Zenaida Chavez and other aggrieved employees;

- l. Employers violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Ms. Zenaida Chavez and other aggrieved employees; and
- m. Employers violated Labor Code §§ 204 and 221-223 by failing to pay Ms. Zenaida Chavez 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 Employers 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



Jessica Flores

cc: Universal Labor Solutions, Inc. (via certified mail)
Christopher Ranch LLC (via certified mail)