



October 25, 2024

VIA LWDA WEBSITE

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

Re: *Guadalupe Bernabe Almazan v. Full Steam Staffing, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Guadalupe Bernabe Almazan (“Ms. Bernabe Almazan”) in claims for Labor Code violations arising from her employment with Full Steam Staffing, LLC; POM Wonderful LLC; POM Wonderful Holdings LLC; Wonderful Pomegranate Orchards LLC; and DOES 1 through 100 (collectively “Employers”). Ms. Bernabe Almazan 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.

The purpose of this letter is also to comply with Labor Code Section 2810.3, which requires Ms. Bernabe Almazan to provide notice to the client employer, POM Wonderful LLC; POM Wonderful Holdings LLC; Wonderful Pomegranate Orchards LLC, of their joint liability with Full Steam Staffing, LLC for their Labor Code violations at least 30 days prior to filing a civil action against POM Wonderful LLC; POM Wonderful Holdings LLC; Wonderful Pomegranate Orchards LLC.

For purposes of this letter, the “aggrieved employees” whom Ms. Bernabe Almazan seeks to represent are the other non-exempt employees of i) Full Steam Staffing, LLC who performed work for POM Wonderful LLC or any of its related entities at POM Wonderful LLC’s Del Rey location and/or (ii) POM Wonderful LLC directly at its Del Rey location, in California, at any time during the one year preceding the date of this letter through the present.

Ms. Bernabe Almazan began her employment with Employers at POM Wonderful LLC’s Del Rey location in approximately October 2017. Ms. Bernabe Almazan worked with Employers seasonally for 3 or 4 months between approximately October through December or January of each year, except for 2022. Ms. Bernabe Almazan worked with Employers through approximately November 10, 2023. Ms. Bernabe Almazan worked for

Employers as a packer packing pomegranates. Ms. Bernabe Almazan was generally scheduled to work for 6 or 7 days per week from approximately 5:30 a.m. to 1:30 p.m. and often worked longer.

Throughout the duration of Ms. Bernabe Almazan's employment with Employers, Ms. Bernabe Almazan and other aggrieved employees were not paid for all hours worked as Employers would not accurately keep track of their actual hours worked. Upon information and belief, the time records maintained by Employers were not reflective of the actual number of hours that Ms. Bernabe Almazan and other aggrieved employees actually worked. Ms. Bernabe Almazan and other aggrieved employees clocked in on a time clock. Employers instructed Ms. Bernabe Almazan and other aggrieved employees to arrive at the job site 10 minutes before their scheduled start time. Despite arriving early, Ms. Bernabe Almazan and other aggrieved employees could not clock in any earlier than 5 minutes before their scheduled start times. On a near-daily basis, Ms. Bernabe Almazan and other aggrieved employees spent at least 5 or 6 minutes waiting to clock in at the beginning of the work day without compensation. Overall, Ms. Bernabe Almazan estimates that she and other aggrieved employees spent at least approximately 35 minutes each week working off the clock.

Furthermore, Ms. Bernabe Almazan and other aggrieved employees worked weekly overtime hours, based on the requirements of the Wage Orders, but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. As described above, Ms. Bernabe Almazan estimates that she and other aggrieved employees spent at least approximately 35 minutes each week working off the clock. Ms. Bernabe Almazan and other aggrieved employees did not receive overtime compensation for this time worked. As a result, Employers failed to ensure that Ms. Bernabe Almazan and other aggrieved employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Ms. Bernabe Almazan and other aggrieved employees received proper overtime wages for all overtime hours worked, in compliance with the Wage Orders.

Employers also did not provide Ms. Bernabe Almazan 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. Further, upon information and belief, Employers did not keep track of the end times of the meal periods taken by Ms. Bernabe Almazan and other aggrieved employees as Ms. Bernabe Almazan and other aggrieved employees spent approximately 1 to 5 minutes each day waiting to clock back in from their meal periods. Ms. Bernabe Almazan estimates that at least once per week, she and other employees had to begin waiting in line to clock back in from their meal periods less than 30 minutes after starting their meal periods. Even though Ms. Bernabe Almazan and other aggrieved employees occasionally worked more than 10 hours in a work day, Ms. Bernabe Almazan does not recall receiving a second meal period. Despite Employers' failure to provide Ms. Bernabe Almazan and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, Employers did not provide Ms. Bernabe Almazan 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. Upon information and belief, during at least a portion of the class period, Employers maintained no payroll code or another mechanism for the payment of meal period premiums in the event Ms. Bernabe Almazan and other aggrieved employees were not authorized to take lawful meal periods.

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, and issued inaccurate wage statements. This is in part a result of Employers' failure to accurately compensate Ms. Bernabe Almazan and other aggrieved employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods.

Employers failed to issue to Ms. Bernabe Almazan 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.

Finally, Employers failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Ms. Bernabe Almazan 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. Bernabe Almazan 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 Orders:

Minimum Wage Violations

Employers were required to pay Ms. Bernabe Almazan 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; and the Wage Orders. As

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

Overtime Wage Violations

Employers were required to pay Ms. Bernabe Almazan and other aggrieved employees overtime wages for all overtime hours worked. *See* Labor Code §§ 1194(a) and 1198; the Wage Orders. The Wage Orders generally require 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. Bernabe Almazan and other aggrieved employees to work overtime hours but did not compensate Ms. Bernabe Almazan 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. Bernabe Almazan 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; the Wage Orders. As a result, Ms. Bernabe Almazan 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.").

Wage Statement Violations

As described above, Employers were required to furnish Ms. Bernabe Almazan 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); the Wage Orders. 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. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan and other aggrieved employees was willful and, consequently, entitles Ms. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan'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. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Ms. Bernabe Almazan and other aggrieved employees at their respective regular rates of compensation;
- e. Employers violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Bernabe Almazan and other aggrieved employees for all work-related expenses incurred;
- f. Employers violated Labor Code § 226 by failing to furnish Ms. Bernabe Almazan 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. Bernabe Almazan and other aggrieved employees;
- h. Employers violated Labor Code § 204 by failing to pay Ms. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan 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. Bernabe Almazan and other aggrieved employees; and
- m. Employers violated Labor Code §§ 204 and 221-223 by failing to pay Ms. Bernabe Almazan 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

Daniel J. Brown

cc: Full Steam Staffing, LLC (via certified mail)
POM Wonderful LLC (via certified mail)
POM Wonderful Holdings LLC (via certified mail)
Wonderful Pomegranate Orchards LLC (via certified mail)