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Admitted in California, unless
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Admitted in Hawaii
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Also admitted in New York and
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November 27, 2024

VIA ELECTRONIC FILING

Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

Re: Labor Code Violations by Frontier California Inc.

To Whom it May Concern:

Pursuant to Labor Code section 2699.3, aggrieved employee Omar Martin Del Campo notifies the Labor and Workforce Development Agency ("LWDA") of Labor Code violations, and the facts and theories supporting them, committed by employer Frontier California Inc. ("Frontier") against him and other aggrieved employees.

This letter also notifies Frontier of its violations and the facts and theories supporting them. Omar Martin Del Campo intends to seek all available damages, remedies, and penalties against Frontier for these violations.

Statement of Facts

Frontier operates a public utility primarily in Southern California providing telephone service. Frontier has an estimated 2000 employees, a substantial proportion of whom are hourly employees subject to Wage Order 4. The employer is also subject to the California Labor Code. Frontier, as required by Labor Code section 226(a), provides a wage statement to the employees. This wage statement does not comply with Labor Code section 226(a).

Although the wage statement provides the amount of regular time, overtime, or double-time paid, it does not provide the wage rate applicable to the hours worked at each of those rates. Although the wage statement provides in a different place for the "pay rate," the wage statement does not identify whether that rate applies to regular time, overtime, or any other pay rates listed on the payroll stub. As a result, the employees are not told the pay rate for each of the applicable different pay rates and the number of hours worked at each pay rate, in violation of Labor Code 226(a).

Legal Violations and Theories of Recovery

Omar Martin Del Campo alleges Frontier has violated and continues to violate Labor Code section 226(a) and Wage Order 4(7)(A)(5).

Together, these provisions require that Frontier provide an accurate pay stub providing the pay rates worked at each different pay rate and the number of hours worked at each different pay rate.

As noted above, all the pay stub does is indicate a “regular rate” and does not indicate how that rate applies to either “regular rate,” or any other rate of pay. It fails to describe how that applies to the other categories of “regular,” “Overtime (STR),” “FLSA OT,” “DBL (straight),” and “FLSA DT,” as well as any other different earnings pay type listed on the pay stub. This has been an ongoing problem for at least a year.

Section 2699, subdivision (f), likewise provides for civil penalties. The instant employer violates the Labor Code. Section 2699, subdivision (g)(1), provides for an award of reasonable attorneys’ fees and costs to a prevailing aggrieved employee. Omar Martin Del Campo is entitled to recover the damages, remedies, and/or penalties provided by these and other sections of the Labor Code.

If permitted, Omar Martin Del Campo intends to seek relief from Frontier under the Private Attorneys General Act, for all aggrieved employees. Omar Martin Del Campo is represented by attorneys at Weinberg, Roger & Rosenfeld, who are qualified to pursue this matter. The firm has secured leading wage and hour decisions in California, including *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575; *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949; and *Bluford v. Safeway Inc.* (2013) 216 Cal.App.4th 864.

If, within the next 65 days, the LWDA or the California Division of Labor Standards Enforcement does not investigate these violations, and Frontier does not cure or otherwise resolve the violations, we will assume that we may pursue a civil action against Frontier under Labor Code section 2699.

Organize!



David A. Rosenfeld

DAR:mam

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cc: Frontier California Inc.
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