



December 26, 2024

VIA LWDA WEBSITE

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

Re: *Ana Ruth Miranda Morales v. Fruit World Farming, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ana Ruth Miranda Morales (“Ms. Miranda Morales”) in claims for Labor Code violations arising from her employment with Fruit World Farming, Inc. (“Fruit World Farming”); Fruit World Nursery, Inc. (“Fruit World Nursery”); and DOES 1 through 100 (collectively referred to herein as “Employers”). Ms. Miranda Morales 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.

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

Employers are in the agricultural business. Ms. Miranda Morales worked for Employers from approximately March 2023 to February 27, 2024 as a laborer. Ms. Miranda Morales’s job responsibilities included planting avocados oranges, mandarins and lemons in greenhouses. Ms. Miranda Morales and other aggrieved employees were generally scheduled to work for 5 or 6 days per week and for 8 or 9 hours and up to 10 hours per day starting at times ranging between 5:00 a.m. and 7:00 a.m. depending on her supervisor’s instruction. However, Ms. Miranda Morales and other aggrieved employees often worked longer hours.

Throughout the duration of Ms. Miranda Morales’s employment with Employers, Ms. Miranda Morales 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. Miranda Morales and other aggrieved employees

actually worked. Ms. Miranda Morales and other aggrieved employees wrote down their start and end times each day on a timesheet. However, Ms. Miranda Morales's paystubs do not reflect a breakdown of hours worked per day. Instead, the paystubs reflect a breakdown of hours worked per code number per week, but the significance of the code number is unclear as is the method used to track hours per code number. The paystubs also reflected only rounded hours and approximately 40 hours worked each week, thus suggesting that Employers shaved time worked by Ms. Miranda Morales and other aggrieved employees. Further, Employers instructed Ms. Miranda Morales and other aggrieved employees to arrive 30 minutes before their scheduled start times. Employers gave the instruction that only employees standing in front of the shop door 15 minutes before the scheduled start time would be admitted through the door to begin the work day. All other employees would be penalized by waiting another hour without pay to be admitted to the shop. Upon entering the shop, Employers instructed Ms. Miranda Morales and other aggrieved employees to write down their scheduled start time on the timesheet, even though they arrived earlier. Additionally, during the 15 minutes prior to the scheduled start time, Ms. Miranda Morales and other aggrieved employees performed other tasks such as putting on their boots and searching for their tool boxes from the previous day or washing a plastic knife and gloves if they were tasked with splitting avocados. Even though Ms. Miranda Morales and other aggrieved employees usually wrote down their scheduled start times on their timesheets, Employers also instructed Ms. Miranda Morales and other aggrieved employees that their paid time would only start after they walked at least 5 minutes from the shop to the greenhouse that they were scheduled to work at. Ms. Miranda Morales estimates that she spent at least 35 minutes each day working outside of her scheduled work hours and that she worked an average of 9 hours per day on 5 or 6 days per week for an average of 49.5 hours per week. Overall, Ms. Miranda Morales estimates that Employers failed to pay her and other aggrieved employees for at least approximately more than 9.5 hours each week of time worked off the clock and time shaved from the timesheets.

Furthermore, Ms. Miranda Morales and other aggrieved employees worked 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. Upon information and belief, Employers systematically failed to pay overtime compensation due to Ms. Miranda Morales and other aggrieved employees for the hours that they worked off the clock. As discussed above, Ms. Miranda Morales and other aggrieved employees worked at least approximately 9.5 hours per week without any compensation at all. As a result, Employers failed to ensure that Ms. Miranda Morales and other aggrieved employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Ms. Miranda Morales and other aggrieved employees received proper overtime wages for all overtime hours worked, in compliance with Wage Order 14.

Ms. Miranda Morales and other aggrieved employees were not authorized to take all legally required rest periods. At least once per week, Ms. Miranda Morales and other aggrieved employees did not receive an uninterrupted rest period every four hours because Employers instead required Ms. Miranda Morales and other aggrieved

employees to perform tasks such as removing plants that were scheduled to be taken away for selling. Ms. Miranda Morales and other aggrieved employees almost never received a compliant third rest period throughout their employment with Employers on the occasions when they worked beyond 10 hours in a work day. Despite Employers' failure to authorize and permit Ms. Miranda Morales and other aggrieved employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Employers never provided Ms. Miranda Morales 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. 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 rest period premiums in the event Ms. Miranda Morales and other aggrieved employees were not authorized to take lawful rest periods.

Employers did not provide Ms. Miranda Morales 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. At least 2 or 3 times per week, Ms. Miranda Morales and other aggrieved employees experienced meal period violations by either not getting a meal period at all or starting the meal period after the 5th hour. On these dates, Employers instructed Ms. Miranda Morales and other aggrieved employees to rush to finish tasks such as removing plants before starting the meal periods because the plants were scheduled to be taken away for selling. Sometimes Employers told Ms. Miranda Morales and other aggrieved employees that they would end the workday earlier for skipping their meal periods. Even though Ms. Miranda Morales and other aggrieved employees occasionally worked a shift in excess of 10 hours per day, Ms. Miranda Morales and other aggrieved employees were almost never permitted to exercise their right to a second meal period. Despite Employers' failure to provide Ms. Miranda Morales and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, Employers never provided Ms. Miranda Morales 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. Miranda Morales and other aggrieved employees were not authorized to take lawful meal periods.

Furthermore, Employers failed to adequately reimburse Ms. Miranda Morales and other aggrieved employees for all reasonable and necessary work expenditures, including but not limited to, requiring Ms. Miranda Morales and other aggrieved employees to purchase staples for plant-tying necessary business purposes. Ms. Miranda Morales was not ever provided any reimbursement for these necessary uses.

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. Miranda Morales and other aggrieved

employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

Employers failed to issue to Ms. Miranda Morales 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.

Employers failed to meet their obligations to provide paid sick leave to Ms. Miranda Morales and other aggrieved employees under Labor Code § 246(b) which requires that employers authorize and permit their employees who worked 30 or more days within a year to accrue paid leave, and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick leave, Ms. Miranda Morales and other aggrieved employees were not provided paid sick leave on occasions where they needed to take a “sick day” in violation of Labor Code § 246(b).

Finally, Employers failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Ms. Miranda Morales 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. Miranda Morales 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. Miranda Morales 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 maintain timekeeping policies/practices that regularly,

systematically, and impermissibly underreport the hours worked by Ms. Miranda Morales and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Miranda Morales and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employers were required to pay Ms. Miranda Morales 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. Miranda Morales and other aggrieved employees to work overtime hours but did not compensate Ms. Miranda Morales 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. Miranda Morales 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. Miranda Morales 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. Miranda Morales 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. Miranda Morales 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. Miranda Morales and other aggrieved employees for all necessary business expenses incurred, including, but not limited to purchasing staples for plant-tying necessary business purposes. Ms. Miranda Morales and other aggrieved employees were not ever provided any reimbursement for these necessary business expenses.

Wage Statement Violations

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

A handwritten signature in cursive script that reads "jess flores".

Jessica Flores

cc: Fruit World Farming, Inc. (via certified mail)
Fruit World Nursery, Inc. (via certified mail)