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MEMORANDUM

DATE: **November 16, 2018**

TO: **Agricultural Employers Who Transport Agricultural Workers**

FROM: **Robert P. Roy, General Counsel, Ventura County Agricultural Association**

RE: **Mandatory vs. Voluntary Employee Transportation**

A. Current Civil Litigation

Over the last year and half, there have been four lawsuits filed against agricultural employers in the State of California dealing either mainly or in an incidental way with mandatory transportation of agricultural workers. These cases include:

1. Lourdes Olivo v. Fresh Harvest, Inc.
(Southern U.S. District Court 2017) [Case No. 2017-CV-02153-L-WVG]

2. Jesus Abraham Lopez-Gutierrez, et. al. v. Foothill Packing, Inc.
Monterey County Superior Court, 2017) [Case No. 17-CV-001629]

3. Dario Martinez-Gonzalez v. Elkhorn Packing Co., LLC and D'Arrigo Bros.
(Monterey County Superior Court, 2018) [Case No. 18-CV-002834]

4. Luis Morales-Garcia, et. al. v. Higuera Farms, Inc., et. al.
(Central U.S. District Court 2018) [Case No. 2018-CV-05118-SVW-JPR]

At this time, the case of Olivo v. Fresh Harvest, Inc., that was litigated in the U.S. District Court, San Diego, has been settled between the employer and the California Rural Legal Assistance, Inc. As a result of the settlement, no precedent was set with the regard to the issue of mandatory transportation, nor did the settlement include specific provisions causing the employer to pay for alleged mandatory transportation of workers.

The next case which is likely to be litigated will be Lopez-Gutierrez v. Foothill Packing, LLC, which was filed in the Monterey County Superior Court. Although this case is still in the discovery stages, there is a very good chance of obtaining summary adjudication on the issue of alleged mandatory transportation of H-2A workers[1] because of the excellent facts presented. The

[1] Three of the four lawsuits, specifically involve the issue of H-2A workers and alleged mandatory transportation from employer-provided housing to the workplace. The fourth case (Fresh Harvest, LLC) involved mainly domestic workers.

remaining two cases have a long way to go before the decision-making stage on the merits of these cases.

B. Historical Framework of Employer-Provided Transportation

Morillion v. Royal Packing Co., (2000) 22 Cal. 4th 575 was the landmark case establishing whether employer-provided transportation was considered as "compensable work time". The case did not involve H-2A workers, but rather domestic agricultural workers. However, the facts of the case are different than most transportation cases. Although the agricultural employees were required to report to a specific location where they were then transported to various employer workplaces throughout the day and returned to the reporting site at the end of the day, the workers were specifically prohibited by company policy from using their own vehicles for such transportation. This was the key finding of the Court! Because the workers were not permitted to exercise their own discretion in taking their personal vehicles or carpooling with fellow workers to the workplace, the Court found that the transportation was mandatory and compensable work time that must be paid at no less than the applicable minimum wage rate.

Nevertheless, the California Supreme Court also held that:

> "In deciding Royal must compensate plaintiffs for this time, we nonetheless remain optimistic that employers will not be discouraged from providing free transportation as a service to their employees. As we have emphasized throughout, Royal required plaintiffs to ride its buses to get to and from the fields, subjecting them to its control for purposes of the "hours worked" definition. However, employers may provide optional free transportation to employees without having to pay them for their travel time, as long as employers do not require employees to use this transportation." [Emphasis added]

The foregoing citation has been the bedrock of agriculture's decision to continue providing free employer-provided transportation that is voluntary for employees.

C. Recent Activity of the CRLA on H-2A Orders

With the major increases in the use of H-2A non-immigrant visa workers since 2013, the CRLA has been investigating H-2A applications in an attempt to either slow down or eliminate the H-2A program in California[2].

The industry's verification of this conclusion came to light earlier this year following receipt of hundreds of communications and documents from the State Employment Development Department that were provided pursuant to Public Records Act and Freedom of Information Act requests that were filed with the EDD. The responsive documents clearly demonstrate that both the CRLA, and its related CRLA Foundation, and to a lesser extent the UFW, have been engaging in their own Public Record Act requests sent to the EDD involving virtually every H-2A application filed by farmers in the State since 2013. In many cases, the CRLA was

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[2] Current data places approximately 250,000 H-2A workers in U.S. agriculture, with an increase of over 25% between 2017-2018.

portraying itself as a representative of the agricultural workers wanting to ensure their protection and employer compliance with the laws. In some cases, the CRLA offered to specifically train EDD personnel. In many of the communications between the CRLA and the EDD, CRLA attorneys consistently pounded home the fact that H-2A workers were subject to "mandatory transportation" which time should be considered as "compensable work time". [See attached CRLA Letter dated June 22, 2018, as an example of the CRLA's information-gathering campaign, at pages 5-6.]

The CRLA communications to the EDD and U.S. DOL have also pointed out numerous defects in the employer H-2A orders that were submitted to the EDD for clearance. The EDD serves as a State Workforce Agency or "SWA" as part of the administrative process for approval of H-2A labor requirements on behalf of the U.S. Department of Labor. Until this year, the agricultural industry was completely ignorant of these clandestine activities by the CRLA and its attorneys in pointing out defects in the farmers' H-2A applications.

In response to the CRLA's efforts, a group of individuals formed the Farmers for Fairness, a coalition of farmers and packing houses who are attempting to educate farmers, packing houses and farm labor contractors throughout the State on this issue and how to effectively engage in the transportation of the both H-2A and domestic workers without running a foul of State or Federal laws.

While there is a very scant litigation within the California agricultural industry involving the issue of whether transportation of H-2A workers to and from employer-provided housing is deemed to be "mandatory transportation", [and therefore compensable work time], one such case was issued by the U.S. District Court for the Eastern District of Sacramento in 2012. In the case of Rodriguez v. SGLC, Inc., 2012 WL 5705992, the U.S. District Court denied a motion for summary adjudication filed by the employers with regard to the transportation of H-2A workers[3]. Although the employers lost the motion for summary judgement and settled the case, the Court set forth some important ground rules for the transportation of H-2A workers.

First of all, the Court addressed that travel time under Federal law is generally not compensatory time. The Portal-to-Portal Act under the Fair Labor Standards Act, 29 U.S.C. Section 254, provides that an employer cannot be held liable for time spent traveling to and from the worksite. The Portal-to-Portal Act was enacted in 1947 to make clear that the FLSA did not cover ordinary commuting time. However, the Portal-to-Portal Act carves out two exceptions and provides that employers may be liable for compensation in two situations:

(1) If there is an express provision in a written or verbal contract [for compensation of such transportation] or

(2) There is a custom in effect at the time of the activity, [compensated transportation] between the employee and the employer. [29 U.S.C. Section 254(b)]

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[3] The case involved a grape farmer who utilized a farm labor contractor who provided contract H-2A workers to the farmer.

Federal regulations implementing the FLSA state that under the Portal-to-Portal Act, whether an employee works at a "fixed" location or "different jobsites", an employee who travels from home before his regular workday and returns to his home at the end of the work days is engaged in ordinary home to work travel which is a normal incident of employment. [29 CFR Section 785.35] Under this Federal regulation, such time is not "work time" and, therefore, is not compensable. According to the Court, this rule applies even where the employees travel together to a worksite, either in an employee's vehicle or a company-owned vehicle, unless the employees are performing activities that are **integral** to their principal activity while en route to the worksite.

On the other hand, travel that is an indispensable part of performing one's job is a principal activity and is compensable. Therefore, where an employee is required to report to a designated meeting place to receive instructions before he proceeds to another workplace (such as the jobsite) the start of the workday is triggered at the designated meeting place, and subsequent travel is part of the day's work and must be counted as hours worked for purposes of the Fair Labor Standards Act. [Ramirez, supra, citing to Vega v. Gasper (5th Cir. 1994) 26 F. 3d 417, 425]

The foregoing rules apply only in the context of application of the Fair Labor Standards Act. Of import, however, is the fact that the U.S. District Court in Ramirez, found that California State law provides *greater* protections than Federal law under the Portal-to-Portal Act. Thus, employers in California who engage in transportation may not rely upon the Portal-to-Portal Act to argue that such transportation time is not compensable.

The Federal Court went on to note the employees' claims that the employer failed to pay the employees' minimum wages and overtime for time spent waiting for transportation to arrive at the beginning or end of the workday and for time spent traveling to and from the worksites.

Conversely, the employer moved for summary judgment on this claim on the grounds that the undisputed facts established that the employees were not required to use the employer's buses to get to and from the worksites, and failed to present any evidence showing that the employer explicitly prohibited the employees from using their own transportation.

The employees responded that they did not have any "meaningful alternative modes of transportation". The employees also argued that there was a genuine issue of material fact as to whether they were required to use the employer's buses to go to and from the worksites because they were not aware where they would be working in advance. In essence, the employees argued they were "effectively required" to use the employer's buses.

The Ramirez Court also rejected the employers' reliance on Overton v. Walt Disney Co., 136 Cal App 4263 (2016), arguing that the employees could use alternative transportation to get to the worksites. The District Court rejected this argument noting that in Overton "...there were available various modes of transportation including biking, walking, or taking the train or the bus as alternatives to the Disney Shuttle. Thus, there were alternative means of transportation available." [Id.; Emphasis added]

The Court also noted that, unlike the farmworkers in Vega v. Gasper, 26 F. 3d 417, 424 (5th Circuit 1994), there was a genuine issue of material fact[4] as to whether the employees were free to use their mode of transportation to get to and from work. Also distinguishing the case from Vega was that the employer offered no evidence establishing, or even suggesting, that some of the employees did not ride the employer's buses. The Court stated: "…While the employer may not have explicitly prohibited employees from using their own transportation as in Vega, employees presented evidence suggesting that they were *de facto* required to use the employer-provided buses, as they did not know where they would be going ahead of time and had no other means of transportation." [Ramirez, supra.][5]

General Conclusions on Employer-Provided Transportation

The Ramirez, supra, makes it clear that an employee's freedom of choice was a crucial factor in determining whether employees had been subjected to the employer's control such that compensation for travel time was required. The Court ultimately held that employers who require employees to take certain transportation to a worksite and subjecting them to its control by "determining when, where and how they are to travel", must compensate employees for travel time. Citing to the Morillion case, the Court also found that the employer controlled the employees because they "were foreclosed from numerous activities in which they might otherwise engage if they were permitted to travel to the field by their own transportation." [Citing to Morillion, 22 Cal. 4th at 588]

In Overton v. Walt Disney Co., supra, the California Court of Appeal held that employees who used employer-provided shuttles from the assigned parking lot to the park entrance were not entitled to compensation for travel time because the employer did not require its employees to take the employer-provided shuttle. In that case, the Court found that the employees' concession that 10% of Disney employees used alternative transportation to be dispositive, showing that employees were not required to use the employer-provided shuttles. The Court also noted that employees had available various modes of transportation including biking, walking, or taking the train or the buses as alternatives to the Disney shuttle. Therefore, the employees chose to use the employer-provided transportation. They were not required to do so!

Lastly, in the Federal case of Vega v. Gasper, supra, the Court found that when an employee is required to report to a designated meeting place to receive instructions before he proceeds to another workplace (such as the jobsites) the start of the workplace is triggered at the designated meeting place, and subsequent travel to is part of the days work that must be counted as hours

[4] The existence of a "genuine issue of a material fact" is a legal basis for denial of a motion for summary adjudication or judgment. [CCP Section 437(c) FRCP, Rule 56(c)]

[5] See, Taylor v. Cox Communications California, LLC, 283 F. Supp. 3d 881 (2017), in which field technicians for a provider of telephone, internet and video services, were not subject to the control of their employer during their commute home form work, as would qualify such commuting time as hours worked under the California Labor Code. Although technicians were allowed to participate in the program in which they could commute between their homes and work in company vehicles, they were not required to participate in the program and not all technicians did participate in the program.; See also, Alcantar v. Hobart Service;, 800 F. 3d 1047 (2015)[whether employees had a belief that their decision to take the employer provided transportation was genuine or illusory.]

worked for purposes of the Fair Labor Standards Act. This conclusion, however, was based upon the finding that the travel was an indispensable part of performing one's job as a principal activity and was compensable.

D. Recommendations

Based upon the foregoing cases, the following recommendations are made for those instances where California farmers, packing houses or labor contractors are engaging in voluntary employer-provided transportation of agricultural workers:

1. If you are outside the jurisdiction of the State of California and transporting H-2A workers from employer-provided housing, the Portal to Portal Act will apply to hold that such time is not compensable work time. However, this exemption may not apply in two situations: (1) If there is an express provision in a written or verbal contract [requiring compensation for such transportation] or (2) there is a custom in effect at the time of the [transportation] activity between the employee and the employer. [29 U.S.C. Section 254(b)] Employers are advised to examine the facts of their situation as to whether either of these exemptions apply.

2. With regard to California employers who are transporting domestic workers within the State of California, transportation time in employer-provided vehicles is considered part of the normal commute to and from work in the workday. Therefore, it is not deemed compensable work time so long as the transportation is provided on a "voluntary basis and the employees are aware that they could use an alternative means of transportation to and from work, but still choose to use the employer's transportation. In such circumstances, it would be helpful to demonstrate that employees had their own or other vehicles or alternative transportation, that could be used to go to and from work, but chose instead to use the employer-provided transportation to save on gas expenses, read books, or engage in other non-productive time during the free transportation.

   Also, be prepared to demonstrate that employees were informed, in advance, of their daily place of work, the reporting time, and the availability of any maps or other information to assist them in using their own personal vehicles. [An excellent example of this was the Fresh Harvest case, in which many workers would drive up from Mexico and cross the border, board the company's buses, and proceed to the daily workplaces. In such a case, alternative transportation was, indeed, available.

   The company should take care to ensure that the transportation is "voluntary" by posting this on the employer buses and in employee handbooks.

   Additionally, all tools and equipment should not be stored in the bus for employee access, but rather, hauled in a separate trailer behind the employer's bus, so it cannot be argued that employees were required to engage in productive work time during the transportation to and from work.]

   It is highly recommended that employers who engage in voluntary, employer-provided transportation of agricultural employees have a specific policy in place setting forth that the employer-provided transportation is on a "voluntary basis" and that workers are free

to provide their own alternative transportation. Such a policy should be posted in the employee's handbook and on the buses providing such transportation. It is also recommended that a policy be developed for the employees' signature to ensure that the employee has expressly acknowledged the voluntary basis of the transportation and decided to freely choose to use it.

Employers are also advised to notify employees, either verbally or with a daily posting at the end of the workday, as to the precise location of work on the next work day, the specific reporting time, and provide specific directions to the workplace. If the employer is aware of alternative means of transportation, provide such information to the workforce. Examples of this would be public transportation, availability for carpooling arrangements among the workers; Ubers; and employee Van-pool arrangements that are prevalent throughout the State of California.

[Employers are highly encouraged to seek out the Van-Pool Program that has been recognized by the U.S. Department of Labor as a safe alternative means of transportation to and from the workplace.]

3. With respect to the voluntary transportation of H-2A workers to and from the workplace from employer-provided housing, this is the critical issue that has yet to be litigated by the Courts. Is it truly voluntary or is it required due to the circumstances of the H-2A workers?

   There are a number of points to consider regarding such employer-provided transportation:

   - Although an H-2A employer is required to provide workers with transportation to the workplace under Federal regulations, the employer should be prepared to demonstrate that the transportation is "voluntary"; that there are other means of transportation available for the employees; and to provide specific information daily on the locations of the workplaces, reporting times, instructions, maps, etc. The employer needs to demonstrate that the workers genuinely chose the voluntary transportation. Developing a policy, as noted above, would be helpful.

   - Avoid any ancillary express provisions in either a written or verbal contract that require you to pay for transportation to and from the workplace. This also includes avoiding any customs in effect requiring such compensation at the time of the transportation between the employee and the employer. Both of the above situations are exemptions to the Portal-to-Portal Act and would result in compensable work time for such transportation.

   - Investigate whether domestic workers in your workforce are engaging in voluntary carpooling arrangements and whether such transportation might otherwise be available to the H-2A workers.

- Check out the availability of alternative transportation in the area of intended employment, including public transportation, employee Van-Pool arrangements, Uber, and other such available transportation.

- Similar to the recommendations above for transportation of domestic workers, create a voluntary transportation policy in employee handbooks and a separate written employee transportation policy signed by the employees.

- Do not engage in the compensation of H-2A workers for employer-provided transportation to and from the workplace. Such conduct would prove the existence of a custom in effect at the time of the transportation between the employee and the employer under the Portal-to-Portal Act.

- Employees who elect to take employer provided transportation on a voluntary basis should not be permitted to perform any work-related functions while participating in the employer-provided transportation. This includes cleaning knives, sharpening knives, preparing any tools or equipment, etc. Be sure to train all supervisory personnel to inform workers that they are prohibited from engaging in any such activities during the course and scope of employer-provided transportation. These recommendations should also be set forth in your employee handbook and employee transportation policy.

E. Ancillary Considerations on Employee Transportation Issues

Agricultural employers who do decide to engage in voluntary transportation of agricultural workers, are also advised to adopt a separate policy concerning general transportation issues arising in the workplace. Such a policy would involve situations where employees are either expressly or impliedly required to use their personal vehicles going to and from the workplace because of (1) the need to transport themselves to separate farms or ranches during the workday; (2) occasions where an employee may be required to leave the business premises and conduct a business-related errand for the employer either during the workday or on the way home; or (3) other work-related situations at the request of the employer involving the employee's personal vehicle.

There are a few important rules that must be delineated to ensure that you are in compliance with not only with workers' compensation insurance laws, but wage and hour/related safety laws involving employee transportation.

For example, under the workers' compensation system, workers who merely travel to and from work in their own vehicles, whether from their home or employer-provided living accommodations, are generally exempt from workers' compensation liability if they are involved in an accident during the scope of that travel time. [Zenith National Insurance Co. v. WCAB 1967) 66 Cal. 2d 944, 947]

Conversely, the California Supreme Court in the case of Hinojosa v. WCAB (1972) 8 Cal. 3d 150, ruled that farmworkers who are either expressly or impliedly required to use their vehicles

during the workday traveling to different ranches using their own vehicles, are outside the above exemption. This also means if they are involved in an accident either going to or coming from work, the employer's workers' compensation insurance would apply. [Id., 8 Cal. 3d 150, 157-160]

Requiring employees to use their own vehicles to move from ranch to ranch during the workday or to use their private vehicles for some other employer authorized service, is deemed to be non-productive work time that must be compensated at no less than the applicable minimum wage rate[6]. It is advisable that employers adopt a policy setting forth the manner of compensation for such travel time.

Additionally, travel time pay must be included in determining the employees' regular rate of pay for the work week and included in overtime calculations. Lastly, employees must also be compensated at the applicable Internal Revenue Service rate for each mile that he/she uses their personal vehicle for business-related reasons. These situations commonly arise in cases involving irrigator and tractor drivers who routinely move from ranch to ranch during the work week, but include other workers as well. The IRS reimbursement is not considered a wage and can be paid within thirty days following the employee's submission of a calculation of the mileage.

In a related issue, the State DLSE (Labor Commissioner) has yet to formally define the term "normal commuting distance", but H-2A regulations state:

> "There is no rigid measure of distance that constitutes a normal commuting distance or normal commuting area, because there widely varying factual circumstances among different areas (e.g., average commuting times, various to reaching to the worksite, or quality of the regional transportation network". [29 CFR Section 655.103(b)(3)]

In the absence of a final judicial interpretation of the DLSE's opinion[7] on what is a "normal commuting distance", our industry will continue to grapple with this point of law. Employers are cautioned to advise domestic agricultural workers who work in different worksites (and who do not utilize employer-provided transportation) that it is their responsibility to get to work on a timely basis, that workplaces may change from ranch to ranch on a daily/weekly basis, and there

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[6] Such travel time is included in the hourly rate of pay, but must be paid separately for piece-rate workers at the applicable non-productive time rate.

[7] The DLSE has opined that travel beyond an employee's normal commuting distance is compensable. [DLSE Opinion Letter, 2003.01.22] However, it did not define the term "substantial distance" from the assigned work place to a distant worksite to report to work. In determining whether a worker qualified for benefits because he quit work due to excessive transportation time each day (over 100 miles), the Employment Development Department in EDD Board Decision, P-B-245, stated that its analysis of cases decided "...shows that no definite standards or criteria may be established. Although we have held that 30 and 45 miles are excessive, distance and cost to and from work must be considered in light of the commuting pattern of any given community, including the feasibility of public transportation. Travel time may similarly be viewed as to that which is normal... " [Emphasis added]

is no "normal commuting distance" to workplace locations in the area of intended employment. This should be set forth in your Employee Handbook.

The above issue can also be the subject of litigation by the CRLA, Inc., i.e., employees attempting to obtain additional travel time compensation beyond their normal commuting distance. Indeed, such an allegation was raised in the Fresh Harvest, Inc. lawsuit wherein the CRLA claimed that workers were required to "travel to and from worksites [which] averaged two or more hours each day", thereby implying that such travel time was beyond a normal commuting distance.

Lastly, the CRLA has alleged in its lawsuits various types of non-productive "waiting time" for workers who are provided employer-provided transportation. These allegations take the form of buses going to numerous different stops to pick up workers thereby delaying the start of the workday; buses stopping at shopping centers on the way to the workplace to purchase supplies; workers required to perform work by passing out gloves or hairnets or sharpening work knives; workers waiting around at the field at the end of the day until the last employee has finished production; and potential standby time due to the presence of ice or dew on the crop, all the while employees are waiting on the buses to start work. According to the CRLA, all the foregoing practices allegedly involve compensable work time as the employees are under the control of the employer.

It should be noted that failure to comply with all of the foregoing wage and hours issues, including reimbursement of mileage, could be the subject of either class action or Private Attorney General Act (PAGA) claims. [Labor Code Sections 2699 et. seq.; Section 218; and 2810 (indemnification)]

Employers are reminded to take care that they follow all of the requirements noted in the Federal H-2A regulations. As set forth in the attached CRLA letter, Federal H-2A regulations require employers to comply with all pertinent California laws and regulations. Failure to do so could result in litigation.

F. Conclusion

Until such time that one of the three remaining cases is litigated, possibly resulting in a summary judgment in favor of an employer on the issue of employer-provided transportation or a final decision is issued by Appellate Court, employers are recommended to follow the foregoing recommendations to avoid any unnecessary wage and hour claims for overtime and minimum wage and related litigation under California and Federal laws.

California Labor and Workforce Development Agency

Edmund G. Brown Jr.
Governor

July 27, 2018

(916) 654-8410

Jennifer M. Schermerhorn
The Saqui Law Group
1410 Rocky Ridge Drive, Suite 330
Roseville, CA 95661

Dear Ms. Schermerhorn:

PUBLIC RECORDS ACT REQUEST

Pursuant to Government Code section 6253, the Employment Development Department (EDD) has determined that disclosable public records are in the possession of the EDD relating to your requests dated June 29, 2018 and all records responsive to your requests have been enclosed.

If you have any questions, please contact me at (916) 654-8410.

Sincerely,

Ronnie Teh
Staff Attorney

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

FIGHTING FOR JUSTICE, CHANGING LIVES

June 22, 2018

Mr. Roman Diaz
Staff Services Manager
Agricultural Services Unit, MIC #50
Workforce Services Branch
Employment Development Department
State of California
P.O. Box 826880
Sacramento, CA 94280

Dear Roman:

As you know, we have continued to review various H-2A orders as this season ramps up and more orders have been approved. We are sending this letter as a follow up to our letter of April 10, 2018 (to which we have not yet received a response)[1] and to address concerns with more recent orders. We would like to schedule a meeting to address how we can work with EDD to ensure compliance with the H-2A certification requirements.

The orders we have reviewed most recently raise some of the same issues we have noted before, including concerns about employment terms, pay and termination practices, transportation and distances among job sites on a single order, and housing adequacy. Many of these concerns affect not only the contracted worker, but we believe they affect the ability to recruit local workers for these traditionally seasonal jobs.

All of the 26 orders we reviewed more recently are still in effect. All but one is within the 50% period and therefore must still accept referrals of U.S. workers. We ask EDD to commit to steps to address these deficiencies with the employers, even though the H-2A certification process for these particular orders is over. Particularly given the rapid increase of the number of H-2A orders in California, assurance that employers are aware of their obligations under the law, and also aware that the law will be enforced, is critical for future compliance.

This letter addresses concerns raised by the following H-2A orders:

Big F Company, Inc., No. 15747534
2/15/18 start, 7/16/18 50%, 100 workers – Santa Barbara County

[1] In that letter we addressed deficiencies or misstatements of law in the following orders: Elkhorn Packing, 15580207, Fresh Harvest, 15827723, Fresh Harvest, 15717803, The Growers Company, 15794102, Jaime's Grove Service, 15477526, Jaime's Grove Service, 15724738, Moon Valley Nursery, 15778944, Moon Valley Nursery, 15779318, Moon Valley Nursery, 15779114, Martin Wildgoose, AIM, 15733403, Rancho Nuevo Harvesting, 15587656, San Pascual Avocado Company, 15657045, West Coast Tomato Growers, 15770763.

Buenaventura Ranch, 15924813
6/8/18 start, 8/20/18 50%, 75 workers – San Luis Obispo County

Dutton Ranch, 15799255
4/2/18 start, 9/1/18 50%, 85 workers – Sonoma

Elkhorn Packing Co., LLC, No. 15819684
3/26/18 start, 11/22/18 end (no 50% date provided), 240 workers – Santa Barbara and San Luis Obispo Counties

Higuera Farms, Inc., No. 157988937
3/6/18 start, 7/26/18 50%, 70 workers – Santa Barbara County

La Fuenta Farming, Inc., No. 15745874
2/27/18 start, 7/17/18 50%, 20 workers – Santa Maria

La Palma Farms, No. 15797728
3/12/18 start, 7/29/18 50%, 30 workers – Santa Barbara County

Mac Ag, Inc., No.15782338
4/16/18 start, 12/15/18 end date, 25 workers – Santa Maria

Munger Bros. & H-2A Workforce & Consulting, 15908029
5/21/18 start, 6/13/18 50%, 244 workers – Stockton

MCF4 Solutions, LLC, 15685353
1/9/18 start, 6/9/18 50%, 302 workers – Sonoma, Lake, and Mendocino counties

Pacifica Personnel, Inc., No. 15732260
2/15/18 start, 7/16/18 50%, 14 workers – San Luis Obispo, Monterey, and Santa Barbara Counties

Pacifica Personnel, Inc. No. 15777504
3/15/18 start, 12/1/18 50%, 41 workers, San Luis Obispo and Santa Barbara County

Pacifica Personnel, Inc. No. 15747807
3/1/18 start, 7/16/18 50%, Santa Barbara County

Pacifica Personnel, Inc. No. 15745469
3/1/18 start, 7/16/18 50%, 27 workers – Santa Barbara County

Pacifica Personnel, Inc., No. 15814437
3/26/18 start, 8/5/18 50%, 35 workers

Peri & Sons, 15893597
6/1/18 start, 7/13/18 50% date, 40 workers – Fresno area

Rancho del Mar, Inc. No. 15771064, River Vista Farms,
4/1/18 start, 8/8/18 50% date,15 workers – Colusa

SARC, 15924699
6/15/18 start, 8/15/18 50%, 28 workers – Santa Maria

SARC, Inc. No. 15719828
1/31/18 start, 7/1/18 50%, 28 workers – San Luis Obispo County

SARC, Inc., No. 15726494
2/5/18 start, 7/9/18 50%, 25 workers – Santa Barbara County

SARC, Inc. No. 15788937
3/7/18 start, 7/26/18 50%, 108 workers – San Luis Obispo and Santa Barbara County

Savino Farms, Inc., No. 15773951
2/28/18 start, 7/23/18 50%, 80 workers – Santa Barbara County

Stehly Enterprises, 15879637
6/3/18 start, 7/26/18 50%, 54 workers – San Diego County

St. Romo Labor Force, LLC., No.15800242
3/16/18 start, 7/18/18 50%, 211 workers – Santa Barbara and San Luis Obispo Counties

YB Farming, Inc., No. 15746601
2/15/18 start, 7/16/18 50%, 32 workers – Santa Maria

Inbound travel cost reimbursement. Orders continue to fail to properly reflect the fact that inbound transportation expenses must be reimbursed in the first week of work, if failure to do so would bring the worker's wages below minimum wage. See *Rivera v. Peri & Sons Farms*, 735 F.3d 892, 899 (9th Cir. 2013), in which the Ninth Circuit held that an employer's failure to reimburse workers for inbound transportation expenses violated the Fair Labor Standards Act's ("FLSA") minimum wage requirements, and *Arriaga v. Florida Pac. Farms, L.L.C.*, 305 F.3d 1228 (11th Cir. 2002), an earlier decision making the same determination; see also *Sanchez v. Aerogroup Retail Holdings, Inc.*, 2013 U.S. Dist. LEXIS 66571, *24, holding that this rationale (in an non-h-2A case) was equally applicable to deductions that brought wages below California's minimum wage level.

The following orders all state that inbound transportation and expenses will only be reimbursed after the 50%, and make no provision for the employer's obligation to pay earlier should the law require:

- **Elkhorn Packing Co., LLC**
- **Mac Ag, Inc.**
- **MCF4**
- **River Vista Farms**
- **Pacifica Personnel** (all five Pacifica Personnel orders)
- **Rancho Del Mar, Inc.**
- **SARC, Inc.** (all four SARC, Inc. orders)
- **Stehly Enterprises**
- **St. Romo Labor Force, LLC**
- **YB Farming, Inc.**

1. **Wage statements.** All but two of the orders parrot the federal requirements for what will be provided in the periodic wage statements. California wage statement requirements under Lab. Code § 226 include several additional requirements that are not mentioned in the orders including: gross wages earned as well as net wages earned, employee identifying information, and the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer. This last provision is of particular importance for orders submitted by Fresh Harvest and other farm labor contractors as H-2A workers should be apprised of the fact that they are entitled to identifying information for their direct employer as well as client employers. Additionally, critical information for piece rate workers is required by Lab. Code § 226.2 which provides that the wage statement must include "[t]he total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period." This too is omitted from the orders, including those that reflect that workers may be paid on a piece rate or production-based bonus.

   - **Big F Company, Inc.**
   - **Buenaventura Farms**
   - **Dutton Ranch**
   - **Elkhorn Packing Co., LLC**
   - **Higuera Farms**
   - **La Fuenta Farming, Inc.**
   - **La Palma Farms**
   - **Mac Ag Inc.**
   - **MCF4**
   - **Munger Brothers**

- **Pacifica Personnel, Inc. (all orders)**
- **Rancho Del Mar, Inc.**
- **River Vista Farms**
- **SARC, Inc. (all orders)**
- **Savino Farms**
- **Stehly Enterprises**
- **St. Romo Labor Force**
- **YB Farming Inc.**

2. **AEWR misrepresented.** The following orders characterizes the AEWR as $12.57, a wage rate lower than the applicable AEWR of $13.18, and includes no saving clause promising to pay the AEWR. MCF4 also seems to claim the right to pay a lower wage – or at least includes confusing language: "Employer may pay a lower AEWR or prevailing hourly or piece rate as long as such rate remains the highest of the above rates at the time that the work is performed."

   In addition, to misleading U.S. workers evaluating whether or not to apply for the job, this does not promise the required pay to the foreign workers.

   Is the AEWR confirmed before the job order is entered into the job service system to make sure it is the correct wage rate?

   - **Big F Company, Inc.**
   - **MCF4**
   - **Higuera Farms**
   - **La Palma Farms**
   - **SARC, Inc. (15719828 and 15726494)**
   - **Savino Farms, Inc**
   - **YB Farming, Inc.**

3. **Deductions.** We appreciate the efforts that the Department made to ensure that the orders properly reflect the California standard for recouping the cost of damaged or lost equipment. However, some of the orders continue to misrepresent the employer's ability to deduct for the costs of lost or damaged equipment.

   - **Stehly Enterprises** warns of deductions for "recovery of any loss to the Company due to damage or loss of equipment, housing or furnishings (beyond normal wear and tear) caused by the worker."

   Other areas of concern:
   - **Munger Brothers** deducts for the cost of collect calls without requiring worker authorization. It deducts California Unemployment Insurance and Disability Insurance.

- **Munger Brothers** pays workers by debit card. Workers can request payment by check, but cannot request payment in cash. Debit cards often carry costs with them, such as replacement and maintenance fees. Any costs associated with the debit cards and borne by the worker are an unlawful deduction.

4. **Work locations.**
   - **MCF4's** job orders include work sites that are 60 miles or more from the housing, and even further distances from job site to job site, on winding roads requiring more than an hour of driving each way. We question whether it is possible to certify such orders and at the same time ensure appropriate recruitment in the "area of intended employment," particularly since MCF4 provides transportation only to workers who live in the housing it provides. It also subjects foreign workers to unreasonable amounts of uncompensated commute time. MCF4 lists 37 work locations spread broadly across three mountainous counties. It lists only 4 employee housing sites. The commute distances are long. For instance, to get to the Tidal Break Vineyard worksite in Annapolis, CA, workers will have to travel more than 90 minutes each way to get to the closest employee housing site, which is in Geyserville, CA.
   - **River Vista Farms** does not indicate where the work sites are located.
   - **Pacifica Personnel Inc. (No. 15732260)** job order includes worksites that are 60 miles or more from the housing and even further distances from job site to job site. This is apparent on the face of the order and does not require comparing this order to the numerous other orders approved for Pacifica Personnel Inc.
   - **SARC, Inc. (No. 1571982)** also includes work site locations that are more than 60 miles from the housing.
   - **Rancho del Mar (No. 15771064):** This order not only contains worksites that are over 60 miles from housing but is also written in font so small that it is almost illegible. We suspect that such font size is between 5 and 7 on a standard computer word processing program.

5. **Transportation to work sites.** Federal regulations require the employer to "provide transportation between housing provided or secured by the employer and the employer's worksite at no cost to the worker." 20 CFR § 655.122(h)(3). Transportation provisions are inadequate in some orders.

   One job order fails to provide assurances that free transportation will be provided to and from the worksite. **Dutton Ranch** provides information about vehicles that could transport a little less than half of its workers, and claims that it will never need to transport all 85 workers at once because the workers can walk. Dutton Ranch serves as a FLC to neighboring ranches, at 80 different work sites many miles apart—at least 21 miles from worker housing.

Several orders specifically exclude from free transportation any worker not living in employer-provided housing (**Dutton Ranch, MCF4, Munger Brothers, Peri & Sons, Stehly Enterprises**). This is concerning in orders that identify multiple job sites, in this case **Dutton Ranch** and especially **MCF4. Stehly Enterprises** does not provide the required information regarding inspection and certification of its vehicles.

6. **Compensable Travel Time:** Additionally, all employer provided transportation must comply with all Federal, State or local laws and regulations. 20 C.F.R. § 1304. In California, time spent traveling is compensable under the Industrial Welfare Commission Wage Order No. 14-80, because workers are subject to the control of an employer during this time. Cal. Code Regs., tit. 8 § 11140; *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575. Last year, EDD took the position that employers should pay employees for such travel time in at least one Notice of Deficiency.[2] Our understanding is that employers continue including language in the Orders that such travel is "voluntary" and therefore not compensable. We note that employers in many of these orders are subject to an inordinate amount of travel time to locations over 75 miles away (See Paragraph 5 above). Many employers must make multiple trips to transport all workers, thus additional waiting time is also incurred. We have seen this type of language in almost all of the Orders we have reviewed. An example of such language can be found in the order for SARC Inc (15726494) stating, "Free optional transportation will be provided to and from the employer-provided housing to the work sites. Such travel time is not compensated."

7. **Tools and equipment. River Vista Farms** order is generally compliant, but it advises workers to bring protective sleeves. These are not street wear, and should be provided by the employer.

8. **Deviations from prevailing practice.** Some of the orders include job requirements that do not comply with prevailing practices or state or federal law.

   Excessive experience requirements. Experience requirements are likely to exclude otherwise qualified U.S. workers. Though all work requires some form of skill, it must still be unskilled agricultural labor to qualify under the H-2A program. *Elton Orchards, Inc. v. Brennan,* 508 F.2d 493 (1st Cir. 1974).

   - **Buenaventura Farms** requires a month of strawberry harvest experience.
   - **Dutton Ranch** workers "must have 3 months" work experience with wine grapes and apples in vineyards and orchards including pre-harvest and harvest apple

[2] See Notice of Deficiency to Fresh Harvest, Inc., Job Order 15365770, stating, "Given that H-2A employers are required to provide transportation, completely control the transportation, and could not reasonably expect H-2A workers to provide their own transportation, such time is compensable under California law."

work and pre-harvest grape growing work."

- **Peri & Sons** workers "must have 30 days verifiable experience in bag placement and removal for harvesting onion crops, and some experience in general agricultural labor practices."
- SARC requires one month of avocado and/or lemon harvest experience.
- **St. Romo Labor Force** requires one month of agricultural experience with the harvest of berries
- **Elkhorn Packing Co** requires one month of experience.
- **SARC, Inc.** requires one month of experience in all of its orders.
- **Pacifica Personnel** requires one month of experience in all of its orders.
- **YB Farming** requires one month of experience in all of its orders.

Language requirement. The MCF4 order includes a Spanish or English language requirement. As we have pointed out in many of our meetings, the number of domestic workers who are indigenous farmworkers is increasing as a percentage of the total California farmworker population. The Spanish or English language requirement disparately impacts these workers and cannot be used as a basis for excluding U.S. or foreign workers without running afoul of state and federal anti-discrimination provisions.

9. **Termination procedures.** Most of the orders provide for termination based on a failure to meet productions standards (**Buenaventura Ranch, Dutton Ranch, MCF4, Munger Brothers, Peri & Sons, Stehly Enterprises, and SARC, Inc**). Discharge for allegedly low productivity may be illegal if it does not constitute gross misconduct. *Caugills v. Hepburn Orchards, Inc.*, 1987 U.S. Dist. LEXIS 16909, 1987 WL 47376 (D. Md. 1987). Some of the orders provide very specific production standards (strawberries at **Buenaventura Ranch**, grapes at **MCF4**—pruning at least 45 vines/hour and picking 250 pounds of grapes/hour). Several provide vague other criteria that may be used as grounds for termination. **Buenaventura Ranch** may terminate workers "whose job performance is sloppy, inconsistent, inefficient," and **Munger Brothers** may terminate a worker who "fails . . . to professionally and efficiently perform job duties."

10. **FLC licensing and insurance:**
    - A review of State records does not show an active Farm Labor Contractor license No. 000191430 for **SARC**. A review of federal records shows a license, but SARC's own documentation in the order asserts that the federal license expires on 6/8/2018. A license with the same address and a similar, but not exactly the same, number (000191042), is registered to Carlos Castaneda, not to SARC.
    - **Stehly Enterprises** FLC license expires before the end of the contract period.
    - MCF4's Workers' Compensation insurance expired 4/12/18.

11. **No housing inspection submitted.** The following orders include no housing inspection:
    - **Buenaventura Ranch.**

- **Dutton Ranch.** Description of the housing suggests inadequacy: it provides 12 burners for 97 people, but 12 burners is sufficient only for 60 people (29 CFR 1910.142(b)(10)). The description does not indicate how many toilets and showers are provided: 1 of each is required for every 10 people (25 CCR § 760(b), 25 CCR § 766 (unless 1st permitted b/f 1973)). The square footage of the housing and sleeping rooms is not provided.
- **MCF4.**
- **Munger Brothers.**
- **SARC, Inc.** (15924699) (we note that the Order indicates that there are 22 different property addresses for 28 workers)
- **River Vista Farms.**
- **Elkhorn Packing Co, LLC**

12. **Housing inspection shows housing is inadequate.** All of the inspection fail to evaluate whether or not the building is clearly identified. Federal regulations require that buildings "be numbered or designated by street numbers or other suitable means of identification. The identification shall be in a conspicuous location facing the street or driveway and shall be in letters or numbers at least 3 inches (7.6 centimeters) high." This is important not only for identification of buildings by emergency personnel, but to facilitate the associational rights of labor camp residents, whose visitors must be able to identify the residences.

    Several orders appear to have been certified despite failing to meet required housing standards. Specifically:

    - **Stehly Enterprises** housing inspection shows that one of its housing units does not meet standards. Regulations require at least 1 toilet and 1 shower for every 10 residents. 25 CCR §§ 760, 766. Stehly provides 2 of each, for 24 people. In addition to not providing enough toilets and showers, the housing does not provide enough square footage per person. 50 square feet per person are required. 25 CCR § 724. The rooms in this building provide as few as 43 square feet/person. Note that the housing inspection form used by the inspector inaccurately suggests that when bunk beds are used, a smaller square footage requirement applies. This is not the law.
    - **SARC Inc** – multiple orders include rooms that do not meet and/or have miscalculated the square footage requirement for the number of workers assigned to a particular room (25 CCR § 724) an inadequate amount of stoves (29 CFR 1910.142(b)(10)), and failure to provide heat in a unit in a climate that gets cold at night.
    - **Pacifica Personnel** – all orders have numerous deficiencies, including inadequate number of refrigerators and stoves, missing window screens, notes that one of the units was not vacant at the time of inspection, notes that the employer

does not have sufficient capacity in one of the housing locations accompanied by a statement that "set up for H2A workers to be accommodated and call once room is ready."

- **La Fuenta Farming, Inc.** indicates that 14 workers will reside at 403 W. Creston St. and that 6 workers will reside at 736 Damask Ct. in Santa Maria. Per the inspection notes for this Order, the Employer has requested a permit to change the garage at 403 W. Creston into a sleeping room and move the 6 workers from 736 Damask Ct. to the Creston house. **Stoves:** We also note that per the inspection, that property has only one stove. This property currently fails to meet the requirements that there be at least one stove for every 10 workers. 20 C.F.R. § 655.413(b)(1) or 1910.142(b)(10) as applicable, and adding 6 additional workers to that property will only exacerbate the overcrowding.
- **Rancho del Mar** does not have an adequate number of stoves or toilets and does not have adequate food storage in several housing locations.
- **YB Farming** indicates that 12 workers will reside at 320 W. New Love, #C, sharing only one stove, and 20 workers will reside at 3982 Berrywood Drive, also sharing only one stove. As we have previously indicated, this is not sufficient.
- **La Palma Farms, Higuera Farms, Big F Company, Inc. and Savino Farms, Inc.** are collectively house numerous workers at 1318 and 1316 N. Broadway (collectively known as "Laz-E-Daze Boardinghouses). It is of note that this property which has historically housed H-2A Workers[3] is currently in a court ordered receivership with the City of Santa Maria due to inadequate housing conditions which existed at the time H-2A workers were housed there.[4] The inspection notes for these properties cite no deficiencies. In fact, the only inspection notes listed on the Housing Inspection Sheet and Checklist are that a washer and dryer are in the units and that "Employer will install 6 washers and 6 dryers and provide to workers at no charge." We do not see anywhere that a

[3] From March 20, 2017 until December 15, 2017, La Cuesta Farming Inc., Job Order No. 15196148, housed 109 workers at 1318 N. Broadway; Savino Farms Inc., Job Order No. 15196112, housed 84 workers at 1318 N. Broadway and housed 6 workers at 1316 N. Broadway; Higuera Farms, Inc., Job Order No. 15196077, housed 50 workers at 1318 N. Broadway and 30 workers at 1316 N. Broadway; Big F Company, Inc., Job Order No. 15195920, housed 107 workers at 1318 N. Broadway.

[4] The City Complaint stated, "The City conducted exterior and interior inspections of the Laz-E-Daze Boardinghouses on May 30 and May 31, 2017. Those inspections revealed the existence of more than three hundred (300) Violations and Substandard Conditions which substantially endanger the health and safety of residents and the public. The City advised defendant PINI of the Violations and Substandard Conditions at the Laz-E-Daze Boardinghouses. Defendant PINI did not apply for any building permits to abate the Violations and Substandard Conditions which exist in the Laz-E-Daze Boardinghouses. Plaintiffs are informed and believe and thereon allege that any remediation efforts undertaken by defendant PINI since May, 2017, have been insignificant, undertaken without the required construction permits and ineffective. On September 15, 2017, the City posted at the Laz-E-Daze Boardinghouses and served defendant PINI with a Notice and Order. The Notice and Order documents the numerous Violations and Substandard Conditions discovered by the City and ordered defendant PINI to complete all necessary repairs and remediation on or before September 22, 2017."

repeat inspection was performed to monitor whether a washer and dryer were actually installed. There is also no indication in the inspection report of any repairs being made/monitored by the City.

- **Savino Farms** does not provide the requisite amount of square footage per worker.

We understand that housing inspections are now being completed by Housing and Community Development (HCD) rather than by EDD, at least in some parts of the state. We would like to hear how the inspection process is changing. The fact that orders are approved either without a housing inspection at all, or with an inspection showing that housing does not meet the required standards, suggests that there may be a need for better training for staff reviewing the orders for approval, as well, perhaps, as inspectors.

13. **Conduct rules in housing, including barring guests.** Several of the orders unlawfully constrain the workers' right to have guests to employer-provided housing. In effect the employer has 24 hour control over these workers, yet pays them for only 7 or 8 hours of that time. This seems to be a particular problem when the employer provides housing at motels. **MCF4** houses workers at a motel that prohibits all unregistered people from the rooms, effectively barring all visitors, and further claims a right to "refuse visiting of unwanted and troublesome individuals." **Munger Brothers** workers housed at a motel are prohibited from having guests in sleeping rooms, but at a motel it is unclear where else guests could be. This unreasonable restriction violates the workers' California constitutional right to privacy.

Other housing rules are also concerning. **Stehly Enterprises** does not allow workers to post anything in the apartment-style housing it provides. Several orders ban the use of alcohol in housing (**Dutton Ranch, MCF4, SARC, Buenaventura Ranch**). Several orders promise to provide workers with housing rules only upon arrival (**Dutton Ranch, MCF4, Munger Brothers, Stehly Enterprises, SARC, Inc.**).

14. **Meal deductions** are made whether or not a worker accepts the meals, in violation of California law.
    - **Buenaventura Ranch.** In addition, the Buenaventura Ranch order only explains where workers living in the Buckboard Motel will get their meals, and does not explain how those living at the Economy Inn Motel will be fed.
    - **Munger Brothers.**
    - **Higuera Farms**

15. **Transportation to a grocery store** is not guaranteed.
    - **Dutton Ranch.** The issue is not addressed.
    - **MCF4.** The issue is not addressed.

- **Stehly Enterprises.** "Employer will provide employees with transportation (on a voluntary basis) and/or access to groceries." This is confusing.

16. **Transportation to laundry** facilities is not provided.
    - **Buenaventura Ranch**: in one part of the application, the employer claims that free laundry facilities is located 1 mile from housing, but promises no transportation. In its addendum, the employer claims the facilities are less than one block away, but also claims that workers will be provided an unspecified "weekly allowance" to cover costs of transportation to and from the laundry facilities.
    - Numerous orders in Santa Barbara County and San Luis Obispo County do not contain provisions or do not provide transportation to laundry facilities.

17. **CalVans.** Several Orders still refer to the use of Cal Vans. We continue to assert that the use of Cal Vans is not allowed and that it is a violation of both the CalVans provisions and the AWPA to allow workers to be transported in employer arranged CalVans. In some orders, CalVans is listed as a carpooling alternative.
    - **SARC (all orders)** "may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use." SARC does not identify any other transportation plan.
    - **Pacifica Personnel** (all orders) – indicating that a CalVans transportation voucher will be provided showing that a van is registered and insured and driven by a licensed and qualified driver is indicated in the Addendum to Form 790 but not provided in the file.
    - **St. Romo Labor Force** failed to provide any information about how its 211 workers will be transported between work sites and housing locations.

18. **Other.**
    - **Peri & Sons.** Split shift makes it impossible to get 8 hours sleep. Workers are in the fields from 6 a.m.-10 a.m., then from 6 p.m-10 p.m. Housing is located 13 miles from the work site, meaning that they are unlikely to be able to return after their late shift before 10:30 p.m., and must depart in the morning before 5:30 a.m., having had to wake even earlier to prepare and eat breakfast.
    - **SARC** names 14 specific foreign employees that it expects to hire. It claims that "10 of the workers who will enter under H-2A will have California Driver's license." Promising these jobs ahead of time to foreign workers runs counter to the H-2A requirement of protecting U.S. workers.
    - **SARC** asks its employees to sign a densely-worded, multi-page arbitration agreement available only in Spanish and English. It presents this to workers after they have arrived in the U.S. for work.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

FIGHTING FOR JUSTICE, CHANGING LIVES

We would like to discuss these issues, as well as those raised in our April 10, 2018 letter, with you and your staff to see how they can be addressed.

Please contact Cynthia Rice at (510) 267-0762, crice@crla.org , at your earliest convenience to arrange a time to meet.

Thank you again for your continued cooperation and efforts to ensure that this vulnerable workforce is afforded the full protection of California and federal laws.

Sincerely yours,

Cynthia L. Rice, CRLA, Inc.
Mark S. Schacht, CRLA Foundation

CC: Patrick Henning, Director, California Employment Development Department