



June 11, 2020

Occupational Safety and Health Administration  
Baton Rouge Area Office  
9100 Bluebonnet Centre Blvd, Suite 201  
Baton Rouge, LA 70809

*Delivered by oshabatonrouge@dol.gov*

**Re: OSH Act Whistleblower Complaint,  
Reyna Isabel Alvarez Navarro, et al. v. Acadia Processors, LLC**

To Whom It May Concern:

Centro de los Derechos del Migrante, Inc. represents Reyna Isabel Alvarez Navarro and Maribel Hernandez Valladares (“Complainants”) in this matter. Please accept the attached declarations from Complainants as whistleblower complaints for retaliation under Section 11(c) of the Occupational Safety and Health (“OSH”) Act against Acadia Processors, LLC (“Acadia”).

Acadia retaliated against Ms. Alvarez Navarro and Ms. Hernandez Valladares, illegally firing them on May 15, 2020, for refusing a work order that put their lives at grave risk. Complainants refused Acadia’s directive that they remain in employer-provided housing, without access to adequate medical care, despite their life-threatening infection with COVID-19. Rather than risking their lives to comply with Acadia’s work requirements, these employees went to the hospital to seek medical care. A work refusal under such circumstances is unquestionably protected activity under the OSH Act.

Ms. Alvarez Navarro and Ms. Hernandez Valladares are migrant workers from Mexico who were employed in the United States on H-2B temporary work visas. During their employment, they lived in cramped, overcrowded housing provided by Acadia. During the spread of COVID-19 through its workforce, Acadia required Complainants to remain in employer-provided housing as a condition of employment. As described in the attached declarations, in early May 2020, Acadia directed all of its H-2B workers, including Complainants, to remain on the premises of the employer-provided housing, allegedly to prevent the spread of coronavirus. By this time, almost all of the H-2B workers—nearly one hundred people—presented symptoms of COVID-19. A week later, on May 15, 2020, Acadia ordered all H-2B workers with COVID-19 symptoms, including Complainants, to immediately pack their belongings and prepare to transfer to new, more isolated employer-provided housing, where

workers would be quarantined. However, Complainants reasonably refused these orders and instead went to the hospital, because, by this time, they were presenting severe COVID-19 symptoms and feared that they would die if they did not seek immediate medical attention. As a direct result of this protected work refusal, Acadia immediately retaliated against Complainants by firing them and telling Complainants that they would report them to immigration authorities.

Ms. Alvarez Navarro and Ms. Hernandez Valladares's refusal to remain in employer-provided housing was a protected work refusal. Section 11(c) of the OSH Act, 29 U.S.C. § 660(c), protects employees from retaliation for exercising a variety of rights guaranteed under the Act, including the right to refuse to perform an assigned task or to subject oneself to serious injury or death arising from a hazardous condition in the workplace. 29 C.F.R. § 1977.12(b)(2). Because staying in Acadia's employee housing was a job requirement, it amounted to an assigned work task. Indeed, at the time of the work refusal, the housing was an extension of the workplace itself—it was where Acadia required all of its H-2B workers to be located as a condition of keeping their jobs. As such, the Complainants' refusal to follow Acadia's order to remain in the housing was protected under Section 11(c).

As demonstrated in the attached declarations, Ms. Alvarez Navarro and Ms. Hernandez Valladares's refusal to remain in Acadia's employer-provided housing meets all of the essential elements of a protected work refusal, *see* 29 C.F.R. § 1977.12(b)(2); Whistleblower Investigations Manual (WIM), Chapter 7, Par. IV.E., p. 7-4 (listing requirements):

- (1) *Reasonable apprehension of death or serious injury*: Complainants had a reasonable apprehension of death or serious injury because their COVID-19 symptoms had progressed to the point where they were struggling to breathe, putting their lives at risk.
- (2) *Refusal in good faith*: Complainants refused in good faith Acadia's order to remain in employer-provided housing or to transfer to new quarantine housing, because they had no intention of quitting. Instead, they only sought to seek medical care so that they could survive and recuperate.
- (3) *No reasonable alternative*: Complainants had no reasonable alternative but to seek immediate medical care at the local hospital. It was particularly reasonable to seek professional medical care, rather than rely on Acadia's promises to provide medical care in the new quarantine housing, given Acadia's failure to put any social distancing measures in place in the months prior to the outbreak, despite having notice of COVID-19 symptoms among employees as early as March 2020.
- (4) *Insufficient time to eliminate the condition through regular statutory enforcement channels*: Complainants had insufficient time to avail themselves of regular statutory enforcement channels, because their conditions were rapidly deteriorating and they did not have time to contact OSHA before immediately seeking medical care. To be clear, "[c]omplainants are not required to contact federal or state OSHA before engaging in a work refusal if there was insufficient time to do so." *See* Memorandum from MaryAnn Garrahan, Director of Whistleblower Protection Programs to Regional Administrators,

Whistleblower Program Managers, Regarding Clarification of the Work Refusal Standard Under 29 CFR 1977.12(b)(2) at 7 (Jan. 11, 2015).

(5) *The employee, where possible, sought from his employer, and was unable to obtain, a correction of the dangerous condition:* Complainants sought and were unable to obtain a correction of the dangerous condition, as evidenced by Ms. Hernandez Valladares's rejected request to be taken to the hospital on May 15, 2020.

Lastly, the nexus between the Client's protected work refusal and their terminations is unmistakable. They were fired immediately after refusing to remain in company provided housing.

After reviewing these complaints, please contact me at 1-855-234-9699 or [julie@cdmigrante.org](mailto:julie@cdmigrante.org) to schedule interviews with Complainants.

Respectfully submitted,

CENTRO DE LOS DERECHOS DEL MIGRANTE, INC.

By:  \_\_\_\_\_  
Julie Pittman  
Legal Fellow (*Admitted to practice in New York only*)

Attachments: OSH Act Whistleblower Declaration by Reyna Isabel Alvarez Navarro  
OSH Act Whistleblower Declaration by Maribel Hernandez Valladares

## **Declaration of Reyna Isabel Alvarez Navarro in Support of OSH Act Whistleblower Complaint**

I, Reyna Isabel Alvarez Navarro, declare as follows:

I submit the following declaration in support of my whistleblower complaint under the Occupational Safety and Health Act (OSH Act).

### Background

1. I was fired on May 15, 2020 from my position as a crawfish processor for Acadia Processors, LLC (“Acadia”). I was fired for engaging in protected activity related to safety and health in the workplace. Acadia is a business that produces and processes crawfish to be sold throughout the United States.

### My Life at Acadia During the COVID-19 Pandemic

2. I am a migrant worker from Mexico. Acadia hired me to work as a crawfish processor in Crowley, Louisiana. I applied for and received an H-2B visa and traveled from Mexico to begin work for Acadia on January 30, 2020.
3. Acadia provided H-2B workers like me with housing for a cost of \$50 per week. Until the onset of confirmed COVID-19 infections at Acadia, workers like me were not required to live in this housing.
4. In the employer-provided housing, I shared a bathroom and kitchen with nearly fifty other women. I slept in a bedroom that housed eight workers and was only equipped with bunk beds, so I was in extremely close contact with my coworkers throughout the night.
5. Beginning in late March 2020, crawfish workers at Acadia began to show symptoms of COVID-19. However, the company put no social distancing protocols or other protective measures like face masks or additional handwashing facilities in place, either in the plant or in the housing that they provided to H-2B visa workers like me.
6. In the plant, I worked elbow-to-elbow with my coworkers for nearly twelve hours a day, in a cold, unventilated space, processing crawfish. My coworkers and I were not provided face masks or other PPE that might have protected us from infection with COVID-19.
7. By May 2020, nearly all of Acadia’s H-2B workers, including myself, showed symptoms of COVID-19.
8. In early May 2020, Acadia imposed a strict quarantine and ordered me and my H-2B visa co-workers not to leave the premises or the employer-provided housing.
9. I had to stop working in the second week of May 2020, when my symptoms got too bad. Because I was not getting paid, I started to run out of money for healthy food and over-the-counter medicine.

### My Decision to Go to the Hospital

10. On May 15, 2020, my symptoms were very bad and I decided I needed to go to the hospital because I feared for my life. My symptoms included a dry cough and a high fever. I had body aches and migraines and bad congestion. It hurt to breathe.

11. I was aware that I had many of the symptoms of COVID-19 and I was scared that I would get worse, need a ventilator, or even die if I went without treatment.
12. My symptoms were deteriorating quickly and I believed it was urgent to go to the hospital immediately.
13. My friend Maribel, who was also very sick, asked a supervisor if she could go to the hospital. The supervisor refused and said there was an important company meeting later that day that we all needed to attend. I did not think I would get a different answer, after the company had already spent months ignoring the problem of its employees' exposure to COVID-19 infection. So, learning of Maribel's experience, I waited to see what the Company would say during the meeting.
14. At the meeting, Acadia supervisors told us that all workers with COVID-19 symptoms would be transferred to new, more isolated employer-provided housing, where we would supposedly be provided with food and medical care while we recuperated. I was assigned to the first group of workers that would be transferred to this new housing, and was told to immediately pack my things, as I would be transferred later that evening.
15. I did not trust what the company said about taking care of us. I thought Acadia just wanted to cover its tracks and keep people from finding out about how many people were getting sick with COVID-19. I was scared to go to a more isolated location for the proposed quarantine. Based on the company's failure to date to protect me and my coworkers from COVID-19 infection and my rapidly deteriorating health condition, I feared that staying in the quarantine housing would put my life in jeopardy. I thought that my only tenable option to protect my life was going to the hospital immediately.
16. I did not know of any other way to seek immediate medical care, apart from going to the hospital. It was unreasonable to wait until Acadia transferred us into alternative quarantine housing and began providing us with medical care. Given their slow response to the onset of COVID-19 in the workplace, I did not have faith that I would receive medical care quickly enough, if at all.
17. Due to the urgency of the situation, there was not time to make a complainant to OSHA. My health deteriorated rapidly and I felt that if I didn't go to the hospital as soon as possible, I ran the risk of dying.
18. So, on the evening of May 15, 2020, I refused to transfer to the new quarantine housing, but instead left and went to Acadia General Hospital.
19. After this, I did not return to the employer-provided housing because I had no faith in Acadia's claims that they would take care of me and my coworkers, given the lack of preventive measures Acadia had put in place earlier. Instead, I stayed in alternative housing, where I had access to adequate medical attention.
20. I had no intention of quitting or abandoning my job with Acadia when I went to the hospital on May 15, 2020.
21. All I wanted to do was get medical care so that I could survive and be reunited with my family again someday.

### My Retaliatory Firing

22. I was fired on May 15, 2020.

23. My former supervisors Celida and Scott told me that Acadia was going to report me to immigration. I was scared that this meant that I would be deported just for leaving the employer-provided housing and going to the hospital.
24. My former supervisors Celida and Scott told me that I was fired because I packed a suitcase before going to the hospital. I believe this was a pretextual reason because I in no way indicated that I was quitting or abandoning my job. In fact, I called Celida and Scott after I was discharged from the hospital because I wanted to keep my job. At the time, I only wanted to seek medical care and then recuperate in alternate housing where I could access necessary medical care.
25. Although I lived in employer-provided housing prior to being fired, there is no requirement under the H-2B program, or at Acadia, that H-2B workers reside in employer-provided housing. Many plant workers did not live in employer-provided housing.
26. I believe I was fired because I defied Acadia's order that I stay in employer-provided housing so that I could seek life-saving medical care. Because I refused the company's work order, I believe the company saw me as a problem and decided to get rid of me.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 5, 2020.

*Reyna Alvarez*

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Reyna Isabel Alvarez Navarro

#### TRANSLATOR'S CERTIFICATION

I, Julie Pittman, am fluent in English and Spanish. I read this declaration to Reyna Isabel Alvarez Navarro in Spanish and she confirmed that its contents were true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 5, 2020.

*Julie Pittman*

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Julie Pittman

## **Declaration of Maribel Hernandez Valladares in Support of OSH Act Whistleblower Complaint**

I, Maribel Hernandez Valladares, declare as follows:

I submit the following declaration in support of my whistleblower complaint under the Occupational Safety and Health Act (OSH Act).

### Background

1. I was fired on May 15, 2020 from my position as a crawfish processor for Acadia Processors, LLC (“Acadia”). I was fired for engaging in protected activity related to safety and health in the workplace. Acadia Processors, LLC is a business that produces and processes crawfish to be sold throughout the United States.

### My Life at Acadia During the COVID-19 Pandemic

2. I am a migrant worker from Mexico. Acadia hired me to work as a crawfish processor in Crowley, Louisiana. I applied for and received an H-2B visa and traveled from Mexico to begin work for Acadia on January 30, 2020.
3. Acadia provided H-2B workers like me with housing for a cost of \$50 per week. Until the onset of confirmed COVID-19 infections at Acadia, workers like me were not required to live in this housing.
4. In the employer-provided housing, I shared a bathroom and kitchen with nearly fifty other women. I slept in a bedroom that housed eight workers and was only equipped with bunk beds, so I was in extremely close contact with my coworkers throughout the night.
5. Beginning in late March 2020, crawfish workers at Acadia began to show symptoms of COVID-19. However, the company put no social distancing protocols or other protective measures like face masks or additional handwashing facilities in place, either in the plant or in the housing that they provided to H-2B visa workers like me.
6. In the plant, I worked elbow-to-elbow with my coworkers for nearly twelve hours a day, in a cold, unventilated space, processing crawfish. My coworkers and I were not provided face masks or other PPE that might have protected us from infection with COVID-19.
7. By May 2020, nearly all of Acadia’s H-2B workers, including myself, showed symptoms of COVID-19.
8. In early May 2020, Acadia imposed a strict quarantine and ordered me and my H-2B visa co-workers not to leave the premises or the employer-provided housing.
9. I had to stop working in the first week of May 2020, when my symptoms got too bad. Because I was not getting paid, I started to run out of money for healthy food and over-the-counter medicine.

### My Decision to Go to the Hospital

10. On May 15, 2020, my symptoms were so bad that I decided I needed to go to the hospital because I feared for my life. My symptoms included a bad cough and a fever and

congestion. I was nauseous and unable to keep any food down. I was extremely weak and could barely stand up. It hurt to breathe and I felt like I was drowning.

11. I was aware that I had many of the symptoms of COVID-19 and I was scared that I would get worse, need a ventilator, or even die if I went without treatment.
12. My symptoms were deteriorating quickly and I believed it was urgent to go to the hospital immediately.
13. My supervisor told me I could not leave to go to the hospital, but that instead I had to wait for a company meeting later that day.
14. At the meeting, Acadia supervisors told us that all workers with COVID-19 symptoms would be transferred to new, more isolated employer-provided housing, where we would supposedly be provided with food and medical care while we recuperated. I was assigned to the first group of workers that would be transferred to this new housing, and was told to immediately pack my things, as I would be transferred later that evening.
15. I did not trust the company to take care of me after they had done so little to protect my health in the last two months. Based on the company's failure to date to protect me and my coworkers from coronavirus infection and my rapidly deteriorating health condition, I feared that staying in the quarantine housing would put my life in jeopardy. I thought that my only tenable option to protect my life was going to the hospital immediately.
16. I did not know of any other way to seek immediate medical care, apart from going to the hospital. It was unreasonable to wait until Acadia transferred us into alternative quarantine housing and began providing us with medical care. Given their slow response to the onset of COVID-19 in the workplace, I did not have faith that I would receive medical care quickly enough, if at all.
17. Due to the urgency of the situation, there was not time to make a complainant to OSHA. My health deteriorated rapidly and I felt that if I didn't go to the hospital as soon as possible, I ran the risk of dying.
18. So, on the evening of May 15, 2020, I refused to transfer to the new quarantine housing, but instead left and went to Acadia General Hospital.
19. After this, I did not return to the employer-provided housing because I had no faith in Acadia's claims that they would take care of me and my coworkers, given the lack of preventive measures Acadia had put in place earlier. Instead, I stayed in alternative housing, where I had access to adequate medical attention.
20. I had no intention of quitting or abandoning my job with Acadia when I went to the hospital on May 15, 2020.
21. All I wanted to do was get medical care so that I could survive and be reunited with my family again someday.

### My Retaliatory Firing

22. I was fired on May 15, 2020.
23. My friend Maribel, who spoke with our former supervisors Celida and Scott, told me that they said that Acadia was going to report us to immigration. I was scared that this meant that I would be deported just for leaving the employer-provided housing and going to the hospital.
24. My friend Maribel, who spoke with our former supervisors Celida and Scott, told me that they said that I had been fired because I packed a suitcase before going to the hospital. I

believe this was a pretextual reason because I in no way indicated that I was quitting or abandoning my job. In fact, I left many of my belongings in the housing. At the time, I only wanted to seek medical care and then recuperate in alternate housing where I could access necessary medical care.

25. Although I lived in employer-provided housing prior to being fired, there is no requirement under the H-2B program, or at Acadia, that H-2B workers reside in employer-provided housing. Many plant workers did not live in employer-provided housing.
26. I believe I was fired because I defied Acadia's order that I stay in employer-provided housing so that I could seek life-saving medical care. Because I refused the company's work order, I believe the company saw me as a problem and decided to get rid of me.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 5, 2020.



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Maribel Hernandez Valladares

#### TRANSLATOR'S CERTIFICATION

I, Julie Pittman, am fluent in English and Spanish. I read this declaration to Maribel Hernandez Valladares in Spanish and she confirmed that its contents were true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 5, 2020.



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Julie Pittman