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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES**

GEORGE CAMBALIZA,

Plaintiff,

v.

CLEAR CHANNEL OUTDOOR, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **23STCV12339**

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Labor Code §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, 1182.12 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Labor Code §§ 226.7 (Rest Period Violations);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Labor Code §§ 226, subd. (a), (e), 226.3, 1174, 1174.5 (Failure to Issue Accurate Itemized Wage Statements);
6. Violation of Labor Code §§ 2802 (Failure to Reimburse for Necessary Business Expenditures); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/01/2023 3:27 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Jackson Aubry, Deputy Clerk

1 Plaintiff GEORGE CAMBALIZA ("Plaintiff"), as an individual and on behalf of all
2 similarly situated employees, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent ("Plaintiff Class" or "Class Members"). Plaintiff Class consists of all current and former
6 non-exempt employees of Defendant CLEAR CHANNEL OUTDOOR, LLC and DOES 1
7 through 50, inclusive (collectively, "Defendants"), in the State of California during the Class
8 Period. The term "Class Period" is defined as four (4) years prior to the filing of this complaint
9 through judgment. Plaintiff reserves the right to amend this complaint to reflect a different "Class
10 Period" as further discovery is conducted.

11 2. Plaintiff, individually and on behalf of Plaintiff Class, seeks relief against
12 Defendant for Defendant's practices of violating the applicable Industrial Welfare Commission
13 ("IWC") Wage Orders, Code of Regulations, and Labor Codes, including: (1) failure to pay all
14 wages (including minimum, regular, and overtime); (2) failure to make available meal breaks or
15 provide compensation in lieu thereof; (3) failure to provide rest periods or provide compensation
16 in lieu thereof; (4) failure to pay wages due upon separation of employment; and (5) failure to
17 issue accurate itemized wage statements; (6) failure to reimburse for necessary business
18 expenditures; and (7) Violation of Business and Professions Code section 17200 et seq. (Unfair
19 Business Practices). These violations concern current and past employees of Defendants.

20 3. At all relevant times herein, Defendants have consistently maintained and enforced
21 against Plaintiff and Plaintiff Class the unlawful practices and policies set forth herein.

22 **JURISDICTION AND VENUE**

23 4. Venue is proper in this judicial district and the County Solano, pursuant to the
24 Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes of
25 action alleged herein occurred in this county.

26 5. This Court has personal jurisdiction over Defendants because Defendants reside
27 in, are incorporated in, have their main place of business in, and/or conduct business in the State
28 of California, and a substantial portion of the acts, omissions, events, and transactions constituting

1 the causes of action alleged herein occurred within the State of California, and more specifically,
2 in the county of Solano. (Code Civ. Proc., § 410.10.)

3 6. The California Superior Court has jurisdiction over this matter because the
4 individual claims are under the seventy-five thousand dollar (\$75,000.00) individual
5 jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional
6 threshold for federal court; and upon information and belief, Plaintiff and Defendants are citizens
7 of, residents of, and/or domiciled in the State of California. Further, there is no federal question
8 at issue as the issues herein are based solely on California statutes and law, including the Labor
9 Code, IWC Wage Orders, Code of Civil Procedure, Rules of Court, and the Business &
10 Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction over this
11 matter.

12 **THE PARTIES**

13 **Plaintiff**

14 7. Plaintiff was employed by Defendant as a non-exempt employee from
15 approximately 1998 through June 2022, at Defendant's Torrance, California location. At all
16 relevant times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position.
17 At all relevant times herein, Plaintiff was entitled to compensation for all hours worked, including
18 minimum, regular, and overtime wages, as well as meal and rest period premiums from
19 Defendant. Plaintiff was employed by Defendant within the four (4) years prior to the
20 commencement of this action.

21 8. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly
22 situated persons who were employed by Defendants as non-exempt employees in California
23 during the Class Period.

24 **Defendants**

25 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Clear
26 Channel Outdoor, LLC, is a California corporation owns and operates facilities manufacturing
27 conveyor rollers and components, and distributing the same throughout California, including
28 Solano County. On information and belief, and based thereon, Plaintiff alleges that Defendant is

1 conducting business in good standing in California, at all times herein mentioned has regularly
2 conducted business throughout the State of California, and was the employer of Plaintiff.

3 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of
4 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
5 inclusive, but on information and belief, alleges that said Defendants are legally responsible for
6 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
7 capacities of the DOE Defendants when that information is ascertained.

8 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
10 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
11 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
12 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
13 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
14 the conduct described in this complaint.

15 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
16 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
17 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
18 below was acting, at least in part, within the course and scope of that authority as such agent,
19 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
20 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
21 are legally attributable to the other Defendants.

22 **ADMINISTRATIVE PREREQUISITES**

23 13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
24 of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA")
25 and the employer notice of the Labor Code sections alleged to have been violated, and after
26 receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days
27 have passed without notice from the LWDA.

28 14. On June 1, 2023, prior to the filing of this complaint, Plaintiff gave written notice

1 of the specified provisions alleged to have been violated, including the facts and theories to
2 support the alleged violations, as required by Labor Code section 2699.3. This written notice was
3 given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice via
4 the Department of Industrial Relations website. Plaintiff was given a LWDA case number of
5 LWDA-CM-958970-23. A true and correct copy of Plaintiff's notice to the LWDA and
6 Defendants, dated June 1, 2023, is attached hereto as **Exhibit A**.

7 15. Under Labor Code section 2699.3, subdivision (a)(2)(C), "Notwithstanding any
8 other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a
9 cause of action arising under this part at any time within sixty (60) days of the time periods
10 specified in this part." Therefore, Plaintiff intends on amending his complaint upon the expiration
11 of the sixty-five (65) day period for the LWDA to provide notice of its intent to investigate
12 Plaintiff's claims, if the LWDA fails to provide notice.

13 **FACTUAL ALLEGATIONS**

14 16. Plaintiff and Plaintiff Class are, and all times relevant herein, have been non-
15 exempt employees within the meaning of the Labor Code, and the implementing rules of the IWC
16 Wage Orders.

17 17. Plaintiff is informed and believes, and based thereon alleges, that Defendant
18 continue to employ non-exempt employees within California.

19 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
20 policies and practices described herein are common across each of Defendants' locations within
21 the State of California.

22 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 herein mentioned, Defendants were advised by skilled lawyers, employees and other
24 professionals who were knowledgeable about California's wage and hour laws, employment and
25 personnel practices, and the requirements of California law.

26 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that Plaintiff and Plaintiff Class were entitled to receive wages for all hours
28 worked, including minimum, regular, and overtime wages, and that they were not receiving all

1 wages earned for work that was required to be performed. In violation of the Labor Code and
2 IWC Wage Orders, Defendants failed to pay Plaintiff and Plaintiff Class' earned wages by failing
3 to record all hours worked, by utilizing a rounding policy to the detriment of Plaintiff and Plaintiff
4 Class, paying for all hours worked, and paying the proper overtime and double time rates of pay,
5 among other things. Further, Defendants failed to record and/or pay Plaintiff and Plaintiff Class
6 for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday and failed
7 to pay said hours at the proper overtime and double time rates. Specifically, when Plaintiff and
8 Plaintiff Class were required to work in excess of eight (8) hours and/or twelve (12) hours per
9 workday, Defendant would not compensate Plaintiff and Plaintiff Class for all hours worked at
10 the proper overtime rate. Instead, Defendant would either systematically cut Plaintiff and Plaintiff
11 Class' hours and only compensate at the regular rate of pay, or would only pay the regular rate of
12 pay for all hours worked in excess of eight (8) hours. This would allow Defendant to avoid paying
13 Plaintiff and Plaintiff Class the one-and one-half times and double pay that they were otherwise
14 entitled to, under the law. In addition, despite taking less than a thirty (30) minute meal period,
15 Defendants manipulated Plaintiff and Plaintiff Class' time records to reflect a thirty (30) minute
16 meal period.

17 21. Plaintiff is informed and believes, and based thereon alleges, Plaintiff and Plaintiff
18 Class received non-discretionary bonuses. However, Defendant did not include in the regular rate
19 of pay the non-discretionary bonuses for purposes of calculating Plaintiff and Plaintiff Class'
20 overtime rate of pay. Defendant's failure to include both the shift differential and the non-
21 discretionary bonuses also works to deprive Plaintiff and Plaintiff Class for the "on-duty" meal
22 period as well as for missed meal and rest period penalties, because Plaintiff and Plaintiff Class
23 were not paid at the correct regular rate as is required by Labor Code section 226.7. Defendant
24 has a uniform policy and practice of not including all remuneration required when calculating the
25 regular rate for overtime and premium pay purposes for its employees.

26 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that Plaintiff and Plaintiff Class were entitled to receive all required meal
28 periods or payment of one (1) additional hour of pay at Plaintiff and Plaintiff Class' regular rate

1 of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the
2 Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing
3 proper meal periods. Plaintiff and Plaintiff Class regularly had their meal periods interrupted as a
4 result of understaffing and a busy workload. In addition to having their meal periods interrupted.

5 23. Defendant routinely utilized a rounding policy to round time punches for Plaintiff
6 and Plaintiff Class' meal periods. For example, Defendant would systematically round the time
7 punches to the nearest ten (10) minute increment. In these instances, Plaintiff and Plaintiff Class
8 did not receive a meal premium, even though the actual meal period taken by Plaintiff and
9 Plaintiff Class were substantially less than thirty (30) minutes. Due to Defendant's rounding
10 policy, Plaintiff and Plaintiff Class did not receive proper premiums for meal periods that were
11 shortened or delayed.

12 24. As a result of Defendant's understaffing and daily work requirements and
13 demands, as well as rounding policies, Plaintiff and Plaintiff Class did not receive all meal periods
14 or payment of one (1) additional hour of pay at Plaintiff and Plaintiff Class' regular rate of pay
15 when they did not receive a timely, uninterrupted thirty (30) minute off-duty meal period.

16 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
17 or should have known that Plaintiff and Plaintiff Class were entitled to receive all paid rest periods
18 or payment of one (1) additional hour of pay at Plaintiff and Plaintiff Class' regular rate of pay
19 when a rest period was missed, interrupted, or shortened. In violation of the Labor Code and IWC
20 Wage Orders, Defendant had a pattern, practice, and policy of not providing paid rest periods. As
21 a result of Defendants' understaffing and daily work requirements and demands, Plaintiff and
22 Plaintiff Class did not receive all paid rest periods or payment of one (1) additional hour of pay
23 at Plaintiff and Plaintiff Class regular rate of pay when a paid rest period was missed, truncated,
24 or interrupted.

25 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
26 or should have known that Plaintiff and Plaintiff Class were entitled to receive itemized wage
27 statements that accurately showed their actual hours worked, total hours worked, number of hours
28 worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period

1 in accordance with California law. In violation of the Labor Code, Plaintiff and Plaintiff Class
2 were not provided with accurate itemized wage statements.

3 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
4 or should have known that Plaintiff and certain Plaintiff Class were entitled to timely payment of
5 wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain
6 Class Members did not receive payment of all wages due, within permissible time periods, upon
7 separation of employment.

8 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and certain Plaintiff Class were entitled be reimbursed
10 for necessary business expenditures. Specifically, Defendant required Plaintiff and Plaintiff Class
11 to wear work shirts bearing the name and logo of Employer's company. However, Employer
12 required Plaintiff and certain Plaintiff Class to bear the cost of washing and maintaining said
13 uniforms at their own expense and on their own time. Employer failed or refused to reimburse
14 Plaintiff and certain Plaintiff Class for the cost or time spent washing and maintaining their work
15 uniforms.

16 **CLASS ALLEGATIONS**

17 29. Plaintiff brings this action on behalf of herself and all other similarly situated
18 employees, as a class action pursuant to Code of Civil Procedure section 382.

19 30. Plaintiff's proposed class consists of and is defined as follows: all individuals who
20 worked for Defendants in a California location as non-exempt employees during the Class Period.

21 31. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend
22 or modify the class description(s) with greater specificity or further division into subclasses or
23 limitation to particular issues.

24 32. This action has been brought and may be maintained as a class action pursuant to
25 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
26 litigation and because the proposed classes are easily ascertained by Defendants' personnel and
27 payroll records.

28 ///

1 **Numerosity**

2 33. The potential members of the class as defined are so numerous that joinder of all
3 class members is impracticable. While the precise number of the Plaintiff Class is unknown,
4 Plaintiff is informed and believes that Defendant has employed more than forty (40) non-exempt
5 employees during the Class Period.

6 **Commonality**

7 34. There are common questions of law and fact arising out of Defendant's conduct
8 as described herein, including, but not limited to:

- 9 a. Whether Defendant failed to pay all wages, including minimum, regular,
10 and overtime wages earned and due to Plaintiff and Plaintiff Class;
11 b. Whether Defendant failed and continue to fail to provide meal periods or
12 compensation in lieu thereof to Plaintiff and Plaintiff Class;
13 c. Whether Defendant failed and continue to fail to authorize and permit
14 Plaintiff and Plaintiff Class to take rest periods or compensation in lieu
15 thereof;
16 d. Whether Defendant failed to furnish to Plaintiff and Plaintiff Class wage
17 statements containing all information required by Labor Code section 226,
18 subdivision (a);
19 e. Whether Defendant failed to timely pay Plaintiff and former class members
20 all wages due during and after their employment;
21 f. Whether Defendant failed to reimburse for necessary business
22 expenditures; and
23 g. Whether Defendant engaged in unfair/unlawful business practices.

24 **Typicality**

25 35. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of
26 whom have incurred and/or will incur damages, as a result of Defendant's common course of
27 conduct and common policies and practices. The claims of Plaintiff are typical because Defendant
28 subjected all of its non-exempt employees to the identical violations of the IWC Wage Orders,

1 Code of Regulations, Labor Code, and Business and Professions Code, among other statutes.

2 **Adequacy of Representation**

3 36. Plaintiff will fairly and adequately represent and protect the interests of the
4 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's
5 attorneys are competent, well-versed, and experienced in litigating employment class actions and
6 other complex litigation matters.

7 **Superiority of Class Action**

8 37. Under the facts and circumstances set forth above, a class action is superior to any
9 other method available for the fair and efficient adjudication of the rights of each class member
10 in as much as joinder of individual, relatively small claims of Class Members is not practical and
11 if each employee were required to file an individual lawsuit, the corporate defendant would
12 necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm
13 the limited resources of each individual plaintiff. Requiring each Class Member to pursue an
14 individual remedy would also discourage the assertion of lawful claims by employees fearful of
15 retaliation and permanent damage to their careers at present and/or subsequent employment.
16 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the
17 individual Class Members against Defendant herein further support class certification.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES**

20 **(By Plaintiff against All Defendants)**

21 38. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged.

23 39. Any employee receiving less than the legal minimum wage or legal overtime
24 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees
25 and costs of suit. (Lab. Code, § 1194, subd. (a).)

26 40. Labor Code section 1182.12 provides that on and after January 1, 2016, the
27 minimum wage for all industries shall not be less than ten (\$10.00) per hour. For employers who
28 employed twenty-six (26) or more people from January 1, 2017, to December 31, 2017, the

1 minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour. From January
2 18, 2018, to December 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00)
3 per hour. From January 1, 2019, to December 31, 2019, the minimum wage rate in California was
4 twelve dollars (\$12.00) per hour. From January 1, 2020, to December 31, 2020, the minimum
5 wage in California was thirteen dollars (\$13.00). From January 1, 2021, the minimum wage rate
6 in California in fourteen dollars (\$14.00). Plaintiff is informed and believes Defendants employed
7 more than twenty-six (26) employees.

8 41. Notwithstanding any other provision of the Labor Code, hourly minimum wage
9 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
10 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194; IWC Wage
11 Order 1-2001, Sect. 4.)

12 42. In any action to recover payment of wages less than the minimum wage an
13 employee shall be entitled to recover liquidated damages in an amount equal to the wages
14 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

15 43. Any work in excess of eight (8) hours in any workday and any work in excess of
16 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half
17 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a); IWC Wage Order 1-
18 2001, Sec.3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at
19 the rate of twice the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a); IWC Wage
20 Order 1-2001, Sec.3(A)(1)(b).)

21 44. All wages earned in employment are due and payable twice during each calendar
22 month on dates designated in advance by the employer. (Lab. Code, § 204.)

23 45. In case of a dispute over wages, the employer shall pay, without condition and
24 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies
25 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

26 46. At all relevant times herein, Plaintiff and Plaintiff Class were and are paid as non-
27 exempt employees.

28 47. Plaintiff and Plaintiff Class regularly worked over eight (8) hours per day and forty

1 (40) hours per week. Defendants failed to pay Plaintiff and Plaintiff Class for all hours worked
2 by failing to record actual hours worked, specifically During the Class Period, Defendant
3 implemented an unlawful rounding policy that failed to compensate Plaintiff and Plaintiff Class
4 for all the time worked, in violation of the applicable Wage Order, regulations and statutes.
5 Defendant's rounding policy illegally resulted in favor of Defendant by decreasing the amount of
6 compensation paid to the Class.

7 48. A valid rounding policy must be applied consistently and "favors neither
8 overpayment nor underpayment." (See e.g., *See's Candy Shops, Inc. v. Superior Court*, (2012)
9 210 Cal.App.4th 889.) An employer's rounding policy violates DOL regulations when it
10 "systematically undercompensates employees, such as...polic[ies] [that] only round down." (*Id.*)
11 Defendant's "rounding" policy fails to meet the "fairness" test as set out by the appellate court
12 that provided a "rounding" legality test. Under *See's*, the rule in California is that an employer is
13 entitled to use the nearest-tenth rounding policy if the rounding policy is fair and neutral on its
14 face and "it is used in such a manner that it will not result, over a period of time, in failure to
15 compensate the employees properly for all the time they have actually worked." (*See's*, 210
16 Cal.App.4th at 907.) Here, Plaintiff and Plaintiff Class were habitually undercompensated for
17 their time. Contrary to federal law (29 C.F.R. § 785.48) which permits rounding time to the
18 nearest five minutes, or one tenth or quarter of an hour, Defendant here had no such
19 distinguishable pattern of rounding employees' actual time worked. Whether employees clocked
20 in ten (10) minutes early or clocked out seven (7) minutes late, they were paid for eight (8) hours.
21 Here, Defendants routinely rounded for its own benefit.

22 49. California statutes and regulations do not specifically address rounding, but Labor
23 Code sections 510 and 1194 clearly mandate employees must be paid the legally required
24 compensation for all time worked, including overtime. Plaintiff's preliminary analysis
25 demonstrates that the Defendant's "rounding" policy "systematically undercompensate[s]
26 employees," (*Id.*, citing *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1126-1127 (C.D. Cal.
27 2011), because it is applied in concert with Defendant's "attendance, punctuality, and tardiness"
28 policies such that it is set up to result in the putative class members being underpaid for the hours

1 worked and provides Defendants' free labor. Instead, Defendant consistently rounded the time
2 Plaintiff and Plaintiff Class worked downward to evade their overtime obligations. As a result of
3 the aforementioned, Defendant failed to pay Plaintiff and Plaintiff Class the appropriate minimum
4 wage and applicable overtime rates in violation of California labor laws.

5 50. Furthermore, Defendant failed to properly pay overtime wages to Plaintiff and
6 Plaintiff Class. As detailed in the Department of Industrial Relations website, nondiscretionary
7 bonuses shall be included in calculating an employee's regular rate of pay for purposes of
8 calculating overtime. Further, it is well established case law that flat sum bonuses are to be
9 included for the purposes of calculating overtime pay. (*Alvarado v. Dart Container Corp. of*
10 *California*, (2018) 4 Cal.5th 542, 551; *Marin v. Costco Wholesale Corp.*, (2008) 169 Cal.App.4th,
11 804.) Here, Plaintiff and Plaintiff Class received non-discretionary bonuses. However, Defendant
12 did not include in the regular rate of pay the non-discretionary bonuses for purposes of calculating
13 Plaintiff and Class Members' overtime rate of pay. An employee's regular rate of pay is properly
14 determined by "dividing his total remuneration for employment (except statutory exclusions) in
15 any work week by the total number of hours actually worked by him in that workweek for which
16 such compensation was paid." (*Huntington Memorial Hosp. v. Superior Court* (2005) 131
17 Cal.App.4th 893, 905.) Thus, employees "who receive incentive bonuses in addition to their
18 guaranteed base pay clearly receive a greater regular rate than the minimum base rate." (*Id.*
19 quoting *Walling v. Hamischfeger Corp.*, (1945) 325 U.S. 427, 431.)

20 51. As a consequence, Defendant failed to pay Plaintiff and Plaintiff Class all
21 minimum, regular, overtime, and/or double-time wages for all hours worked, including hours in
22 excess of over eight (8) per day and forty (40) per workweek. Pursuant to Labor Code sections,
23 *inter alia*, 204, 510, 1182.12, and 1194, the Plaintiff Class seeks the payment of all minimum,
24 regular, overtime, and/or double-time compensation which they earned and accrued for four (4)
25 years prior to filing this complaint, according to proof.

26 52. Additionally, Plaintiff and Plaintiff Class are entitled to liquidated damages,
27 attorneys' fees and costs pursuant to Labor Code section 1194 and Code of Civil Procedure
28 section 1021.5, and prejudgment interest.

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(By Plaintiff against All Defendants)

59. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the

1 Plaintiff Class, request recovery of meal period compensation which they are owed beginning
2 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
3 against the Defendants, and each of them, in a sum as provided by the Labor Code and/or other
4 statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law,
5 Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this
6 action.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

9 **(Lab. Code, § 226.7)**

10 **(By Plaintiff against All Defendants)**

11 60. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
12 as if fully alleged.

13 61. Labor Code section 226.7 and the applicable Wage Order provide that employers
14 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time
15 per four (4) work hours, or major fraction thereof.

16 62. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
17 provide and employee rest periods in accordance with this section, the employer shall pay the
18 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
19 that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4)
20 hours per shift with no rest breaks, or otherwise had their rest breaks interrupted or shortened due
21 to Defendant's uniform policies and practices.

22 63. Defendant failed to reasonably make available rest breaks to Plaintiff and Plaintiff
23 Class throughout the Class Period due to their understaffing, workload, and demands.

24 64. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1)
25 hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Code of Civil
26 Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award
27 reasonable attorneys' fees and costs incurred by them in this action.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES**

3 **(Lab. Code, §§ 201, 202, 203)**

4 **(By Plaintiff against All Defendants)**

5 65. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged herein.

7 66. Plaintiff is informed and believes, and thereon alleges, that as part of Defendant's
8 ongoing unfair business practices, Defendant failed to pay all employees all wages earned during
9 their employment at the time of their separation in violation of Labor Code sections 201 and 202.

10 67. Labor Code section 201 provides that an employer is required to pay an employee
11 whose employment is terminated by the employer all wages earned and unpaid immediately upon
12 termination.

13 68. Labor Code section 202 requires an employer pay to an employee who quits his or
14 her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

15 69. Labor Code section 203 provides that an employer who fails to pay all wages
16 earned and due an employee who is discharged or who quits within the timeframe set forth in
17 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
18 the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer
19 owes the employee his or her daily rate of pay at their regular rate of pay for each day the full
20 amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

21 70. In violation of the Labor Code and IWC Wage Orders, Defendant failed to timely
22 pay all wages due to Plaintiff and Plaintiff Class upon separation of employment. Specifically,
23 Defendant failed to pay Plaintiff and Plaintiff Class all minimum, regular, and overtime wages
24 owed immediately upon termination or within seventy (72) hours of resignation/termination, as a
25 result of their unfair rounding practices, failure to include the regular rate of pay for non-
26 discretionary bonuses when calculating Plaintiff and Plaintiff Class' overtime rate of pay, failed
27 to include all shift differential and renumeration among other things.

28 71. Plaintiff and members of the Plaintiff Class who terminated employment within

four (4) years of the filing of this complaint until the date of entry of judgment, without being paid the proper payments as described herein are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS

(Lab. Code, §§ 226, 226.3, 1174, 1174.5)

(By Plaintiff against All Defendants)

72. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

73. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage Orders provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

74. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to each employee. Labor Code section 226, subdivision (a), requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing, including specified information, including, but not limited to: "(1) gross wages earned; (2) total hours worked . . . (5) net wages earned... 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."

75. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that

1 Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

2 76. The IWC Wage Orders require that every employer shall keep accurate
3 information with respect to each employee, including, but not limited to, time records showing
4 the total daily hours worked by each employee, the total hours worked in each payroll period, and
5 applicable rates of pay. Plaintiff is informed and believes that Defendant willfully and
6 intentionally failed to make and/or keep records which accurately reflect the hours worked by
7 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendant's records fail to
8 include, all remuneration in the regular rate for purposes of paying overtime.

9 77. An employee is deemed to suffer injury if the employer fails to provide an accurate
10 wage statement containing all of the required information set forth in Labor Code section 226,
11 subdivision (a). (Lab. Code, § 226, subd. (c)(2).) In addition, the omission of time worked, proper
12 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
13 employees to determine whether they were paid all wages due without complicated calculations
14 and/or reconstruction of records required to be maintained by the employer.

15 78. For each employee suffering an injury as a result of Defendant's knowing and
16 intentional failure to provide an accurate, itemized wage statement, the employee is entitled to
17 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
18 a violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a
19 subsequent pay period.

20 79. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
21 failure to keep accurate payroll records, as described above, violated Labor Code section 1174,
22 subdivision (d), and section 226, subdivision (a), and the applicable Wage Order. Plaintiff intends
23 on seeking penalties under Labor Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff
24 Class are entitled to penalties of one hundred dollars (\$100.00) for the initial violation, and two
25 hundred dollars (\$200.00) for each subsequent violation, for every pay period during which these
26 records and information were not kept by Defendants.

27 80. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
28 failure to keep and maintain accurate records and information and provide to Plaintiff and Plaintiff

1 Class accurate itemized wage statements, as described above, was knowing and intentional, and
2 Plaintiff and Plaintiff Class are entitled to statutory penalties for each pay period in which a
3 violation occurred. Plaintiff further seeks recovery of attorneys' fees and costs pursuant to Labor
4 Code section 226, subdivision (e), and as otherwise permitted by law.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

7 **(Labor Code, §§ 2802)**

8 **(By Plaintiff against All Defendants)**

9 81. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
10 as if fully alleged herein.

11 82. Under California Labor Code section 2802(a), an employer is legally to reimburse
12 its employees for necessary business expenditures incurred as a result of performing their work.

13 83. California Labor Code section 2802 states, "An employer shall indemnify his or his
14 employee for all necessary expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or his duties..."

16 84. Defendant failed to reimburse Plaintiff and Plaintiff Class for necessary business
17 expenditures, specifically the cost the cost of washing and maintaining said uniforms at their own
18 expense and on their own time. Employer failed or refused to reimburse Plaintiff and Plaintiff
19 Class for the cost or time spent washing and maintaining their work uniforms.

20 85. Defendant knowingly, willingly and intentionally attempted to offset the cost of
21 doing business on the Plaintiff and Plaintiff Class.

22 86. Defendants had a practice and policy of requiring Plaintiff and the Plaintiff Class
23 to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and
24 the Plaintiff Class for necessary business expenditures.

25 87. Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary
26 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
27 fees and interest.

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SEVENTH CAUSE OF ACTION
UNFAIR/UNLAWFUL BUSINESS PRACTICES
(Bus. & Prof. Code, §§ 17200 et seq.)
(By Plaintiff against All Defendants)

88. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

89. Plaintiff brings this claim individually and on behalf of Class Members.

90. Business and Professions Code section 17200 (“UCL”) prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

91. Business and Professions Code section 17204 allows “any person who has suffered injury in fact and has lost money or property as a result of such unfair competition” to prosecute a civil action for violation of the UCL.

92. Labor Code section 90.5, subdivision (a), states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

93. Beginning at an exact date unknown to Plaintiff, but at least since the date four years prior to the filing of this complaint, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this complaint, including, but not limited to, violations of Labor Code sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 as well as other statutes.

94. The violations of these laws and regulations, as well as of fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code sections 17200 et seq.

95. As a result of these actions, Plaintiff, on information and belief, alleges that Defendant is able to unfairly compete with other comparable companies in the State of California

1 in violation of Business and Professions Code sections 17000 et seq. and sections 17200 et seq.
2 Due to these unlawful, unfair, and/or fraudulent business practices, Defendant has gained a
3 competitive advantage over other comparable companies doing business in the State of California.

4 96. The victims of these unlawful, unfair, and/or fraudulent business practices include,
5 but are not limited to, Plaintiff, putative class members, competing manufacturers and distributors
6 in the State of California, and the general public. Plaintiff is informed and believes, and thereon
7 alleges, that Defendant performed the above-mentioned acts with the intent of gaining an unfair
8 competitive advantage and thereby injuring Plaintiff, putative class members, other competitors,
9 and the general public.

10 97. Plaintiff's success in this action will enforce important rights affecting the public
11 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
12 of herself.

13 98. Business and Professions Code sections 17203 provides that a court may make
14 such orders or judgments as may be necessary to prevent the use or employment by any person
15 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate
16 to prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and
17 business practices alleged above.

18 99. Business and Professions Code section 17203 provides that the Court may restore
19 to any person in interest any money or property that may have been acquired by means of such
20 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business
21 and Professions Code section 17203 for wages and payments unlawfully withheld from
22 employees, including the fair value of the meal and rest periods and other losses alleged herein,
23 during the four-year period prior to the filing of this complaint. All remedies are cumulative
24 pursuant to Business and Professions Code section 17205.

25 100. Business and Professions Code section 17202 provides: "Notwithstanding section
26 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
27 forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled
28 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and

1 Professions Code section 17202.

2 101. Plaintiff requests injunctive relief pursuant to Business and Professions Code
3 section 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged
4 herein.

5 102. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
6 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
7 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
8 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
9 Code of Civil Procedure section 1021.5 and others.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff prays for judgment as follows:

12 1. That the Court determine that this action may be maintained as a class action under
13 Code of Civil Procedure section 382;

14 2. The Court appoint Plaintiff as Class Representative;

15 3. The Court appoint Mahoney Law Group, APC as class counsel;

16 4. For compensatory and statutory damages;

17 5. For restitution of all monies due to Plaintiff and Plaintiff Class from the
18 unlawful/unfair business practices of Defendant;

19 6. For injunctive relief;

20 7. For statutory and civil penalties according to proof;

21 8. For reasonable attorneys' fees and costs pursuant to Labor Code section 226,
22 subdivision (e), and section 1194; Code of Civil Procedure section 1021.5, and/or other applicable
23 laws statutes; and

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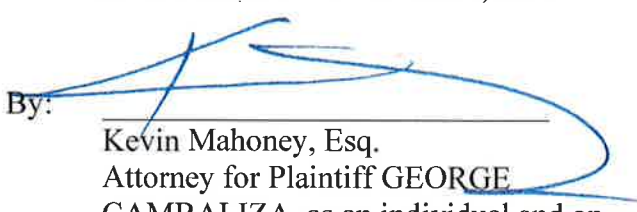
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1 9. That the Court award such other and further relief as this Court may deem
2 appropriate.

3 Dated: June 1, 2023

MAHONEY LAW GROUP, APC

4
5 By: 

6 Kevin Mahoney, Esq.
7 Attorney for Plaintiff GEORGE
8 CAMBALIZA, as an individual and on
9 behalf of all similarly situated employees
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Dated: June 1, 2023



Kevin Mahoney, Esq.
Attorney for Plaintiff George Cambaliza, as
an individual and on behalf of all similarly
situated employees

EXHIBIT A



Laura Theriault, Esq.
562.590.5550 Phone
562.590.8400 Facsimile
ltheriault@mahoney-law.net

June 1, 2023

VIA Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL #7022 2410 0000 2418 5149

Return Receipt Requested

Clear Channel Outdoor, LLC
4830 North Loop 1604 West, Suite 111
San Antonio, TX 78249

VIA CERTIFIED MAIL #7022 2410 0000 2418 5156

Return Receipt Requested

1505 Corporation
CT Corporation System
330 North Brand Blvd.
Glendale, CA 91203

Re: George Cambaliza v. Clear Channel Outdoor, LLC

NOTICE OF LABOR CODE VIOLATIONS
PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.

To: Labor and Workforce Development Agency; Clear Channel Outdoor, LLC

From: George Cambaliza, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of George Cambaliza ("Mr. Camabliza"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies

Clear Channel Outdoor, LLC ("Clear Channel" or "Employer") is a Delaware corporation doing business in California. Mr. Cambaliza began working for Clear Channel in or around August of 1998 until in or around June of 2022.

Mr. Cambaliza alleges that Clear Channel violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 by:

- a) failing to pay Mr. Cambaliza and aggrieved employees all wages owed, including regular and overtime wages,
- b) failing to provide Mr. Cambaliza and aggrieved employees with compliant meal periods or premium compensation in lieu thereof,
- c) failing to provide Mr. Cambaliza and aggrieved employees with rest periods or premium compensation in lieu thereof,
- d) failing to provide Mr. Cambaliza and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records,
- e) failing to reimburse Mr. Cambaliza and aggrieved employees for necessary business expenditures, and
- f) failing to pay all wages earned and owed upon termination or separation of employment.

Mr. Cambaliza and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Clear Channel in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Cambaliza and aggrieved employees all wages owed

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

Mr. Cambaliza and aggrieved employees received nondiscretionary bonuses based on the volume of work performed. However, Employer failed to include said nondiscretionary bonuses in Mr. Cambaliza's and aggrieved employees' regular rate of pay for purposes of calculating the applicable overtime wage rate.

As such, Employer failed to compensate Mr. Cambaliza and aggrieved employees at the legally mandated overtime wage rates for all hours worked in excess of eight in a workday or forty in a workweek. Specifically, Employer failed to include all remuneration for purposes of

calculating Mr. Cambaliza's and aggrieved employees' overtime rate and instead computed the overtime rate using their lowest rate of pay.

Employer's failure to pay Mr. Cambaliza and aggrieved employees at the applicable overtime wage rate, as detailed above, is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Mr. Cambaliza and aggrieved employees with compliant meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Due to the workload and demands of Employer, Mr. Cambaliza and aggrieved employees were unable to take the timely uninterrupted meal periods to which they were entitled. Employer assigned Mr. Cambaliza and aggrieved employees an amount of work that made taking meal periods virtually impossible. Moreover, Employer implemented a bonus structure whereby Mr. Cambaliza and aggrieved employees received nondiscretionary bonuses which increased commensurately with the quantity of work performed. Further, Employer gave preferential treatment to employees who worked through their meal period in an effort to complete more work. Employer therefore incentivized employees to forego meal periods in order to complete more work.

When Mr. Cambaliza and aggrieved employees were not provided with compliant meal periods, there were not compensated with one hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Cambaliza and aggrieved employees with compliant rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of Employer, Mr. Cambaliza and aggrieved employees were prohibited from taking rest periods. Employer assigned Mr. Cambaliza and aggrieved employees an amount of work that made taking rest periods virtually impossible. Moreover, Employer implemented a bonus structure whereby Mr. Cambaliza and aggrieved employees received nondiscretionary bonuses which increased commensurately with the quantity of work

performed. Further, Employer gave preferential treatment to employees who worked through their rest periods in an effort to complete more work. Employer therefore incentivized employees to forego rest periods in order to complete more work.

Mr. Cambaliza and aggrieved employees were not compensated with one hour of pay at their regular rate of pay for each day that a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Mr. Cambaliza and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to include all remuneration in determining the regular rate of pay for purposes of calculating overtime, Employer provided inaccurate wage statements to Mr. Cambaliza and aggrieved employees. The inaccurate regular rate for purposes of calculating the overtime rate caused the wage statements furnished by Employer to also reflect inaccurate gross and net wages. Further, Employer failed to include the premium wages for missed meal and rest periods on Mr. Cambaliza's and aggrieved employees' wage statements.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Mr. Cambaliza and aggrieved employees for necessary business expenditures

Pursuant to Labor Code section 2802, "[a]n employer shall indemnify his or her employee 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."

Employer required Mr. Cambaliza and aggrieved employees to wear work shirts bearing the name and logo of Employer's company. However, Employer required Mr. Cambaliza and aggrieved employees to bear the cost of washing and maintaining said uniforms at their own expense and on their own time. Employer failed or refused to reimburse Mr. Cambaliza and aggrieved employees for the cost or time spent washing and maintaining their work uniforms.

Employer's failure to reimburse Mr. Cambaliza and aggrieved employees for all necessary business expenditures, specifically washing and maintaining their work uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

F. Employer failed to pay Mr. Cambaliza and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time that Mr. Cambaliza and Aggrieved Employees resigned or were terminated, Employer failed to compensate them for all wages earned and owed as well as for meal and rest premiums and reimbursement for work expenses as described herein.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Accordingly, Mr. Arana and Aggrieved Employees are entitled to thirty days of waiting time penalties.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Cambaliza becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Cambaliza expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.

MAHONEY LAW GROUP, APC