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Attorneys for Plaintiff LaCole Washington

FILED

JUN 30 2020

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

LACOLE WASHINGTON, an individual,

Plaintiff,

vs.

BAY BRIDGE COPY PARTNERS, LLC, a
limited liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.: *C* 2001711

COMPLAINT

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
4. FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
5. FAILURE TO FURNISH COMPLETE AND ACCURATE WAGE STATEMENTS
6. FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT
7. PRIVATE ATTORNEYS GENERAL ACT

Plaintiff LaCole Washington brings this action against Bay Bridge Copy Partners, LLC, a limited liability company; and Does 1 through 100, for violations of the Labor Code.

PARTIES

1. LaCole Washington ("Washington" or "Plaintiff") at all times relevant herein was employed in Marin County, California and was an "employee" as defined by the California Labor Code.

1 2. Bay Bridge Copy Partners, LLC (“BBCP” or “Defendant”) is a California
2 corporation and, at all times relevant herein, was an “employer” as defined by the California Labor
3 Code.

4 3. BBCP and Does 1-100 are collectively referred to as Defendants.

5 4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein
6 as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues
7 such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true
8 names and capacities when ascertained. Plaintiff is informed and believes, and on that basis
9 alleges, that each of the fictitiously named Defendants is responsible in some manner for the
10 occurrences herein alleged and that Plaintiff’s injuries and damages herein alleged were legally
11 caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the
12 course and scope of said agency and/or employment, with the knowledge and/or consent of said co-
13 Defendant.

14 5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
15 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
16 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
17 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times
18 acting within the course and scope of such agency, service, employment partnership, joint venture
19 and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both
20 individually and within the course and scope of such agency and/or employment, with the
21 knowledge and/or consent of the remaining Defendants.

22 **JURISDICTION AND VENUE**

23 6. Venue is proper in this Court because the unlawful acts alleged herein took place in
24 Marin County and Washington’s place of employment with Defendants was, at all times relevant
25 herein, located within Marin County.

26 ///

27 ///

GENERAL ALLEGATIONS

7. BBCP does business as Copy Central. On or around October 30, 2007, Washington was hired by BBCP to work at the Copy Central location in San Rafael, as an hourly non-exempt employee. In or around February 2016, Washington was promoted to store manager.

8. Washington remained an hourly, nonexempt employee until around January 2018; henceforth, *and with no change in her job duties*, Washington was classified by her employer as exempt from overtime and minimum wage requirements under California law, and was paid a flat salary only, regardless of the number of hours worked (Washington frequently worked in excess of eight hours in a workday and forty hours in a workweek).

9. However, this was an erroneous classification. Washington *never* properly fell into any exemption from California overtime/minimum wage requirements. Washington did not fall under the "Professional Exemption" because, among other reasons, she is not and was not licensed or certified by the State of California and is primarily engaged in the practice of a profession recognized under IWC Wage Orders, and was not primarily engaged in an occupation commonly recognized as a learned or artistic profession.

10. Furthermore, Washington did not fall under the "Executive Exemption" for several reasons. First, for the overwhelming part of her employment, Washington did not customarily and regularly direct the work of two or more employees. (See Cal. Code Regs., tit. 8, § 11040, subd. 1(A)(1)(b).) For all but approximately six to eight months of her tenure as store manager, Washington supervised only one employee. Further, and throughout her tenure as store manager, Washington was not primarily engaged in duties which meet the test of the exemption. (See Cal. Code Regs., tit. 8, § 11040, subd. 1(A)(1)(e).) Due to the short staff, Washington was forced to spend more than half of her time performing the work of other, non-exempt employees; these duties included, but were not limited to, working on copy jobs and answering the telephone.

11. Washington likewise did not meet the test for the "Administrative Exemption" either. Washington was not primarily engaged in duties that meet the test of the exemption, but

1 spent the majority of her work time performing non-exempt duties, *supra*. (See Cal. Code Regs.,
2 tit. 8, § 11040, subd. 1(A)(2)(f).)

3 12. Thus, Washington did not properly fall under any exemption and was willfully and
4 erroneously classified as exempt.

5 13. Despite the foregoing, BBCP paid Washington a flat salary (for a presumed 40-hour
6 workweek) only, and did not pay her the minimum wage for every hour worked. Thus,
7 Washington was not paid the minimum wage for all hours worked, in violation of Labor Code
8 sections 1182.12 and 1197.

9 14. Washington furthermore regularly worked in excess of eight hours per workday and
10 forty hours per workweek; nonetheless, being misclassified as an exempt employee, Washington
11 was not paid overtime wages at the appropriate rate of pay. Thus, BBCP violated Labor Code
12 section 510.

13 15. Furthermore, Washington was not provided with the opportunity to take a ten-
14 minute rest period, free of duty, for every four hours worked. Nor was she provided with the
15 opportunity to take a thirty-minute meal period, free of duty, for every five hours worked. Due to
16 the volume of work and the fact that she typically had only one subordinate, Washington was
17 regularly compelled to work through her rest and meal periods.

18 16. Furthermore, Washington was *never* paid an hour of pay at her regular rate of
19 compensation ("premium pay") for each rest and meal period which was unlawfully denied her.
20 Accordingly, BBCP violated Labor Code sections 226.7 and 512.

21 17. Because Washington was not paid the minimum and overtime wages to which she
22 was entitled, and because she was not paid premium pay for denied rest and meal periods, *supra*,
23 the wage statements issued to her do not accurately show the gross wages earned, total hours
24 worked, the net wages earned, and all applicable hourly rates and the corresponding number of
25 hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (2), (5), and
26 (9), respectively.

1 18. *Additionally*, and separately from the foregoing, the wage statements issued to
2 Washington do not show the name of the employee and only the last four digits of his or her social
3 security number or an employee identification number other than a social security number, in
4 violation of Labor Code section 226, subdivision (a)(7). (**Exhibit 1.**)

5 19. Washington was laid off on March 19, 2020. Because Washington was regularly
6 denied all wages due and owing, *supra*, she was not paid all wages due and owing upon being laid
7 off, in violation of Labor Code section 201.

8 20. On April 10, 2020, Washington provided written notice to the Labor and Workforce
9 Development Agency ("LWDA") and BBCP regarding the specific provisions of the Labor Code
10 alleged to have been violated, including the facts and theories to support those alleged violations.
11 (**Exhibit 2.**)

12 21. As of the filing of this Complaint, more than 65 calendar days after Washington's
13 written notice, the LWDA has not provided written notice that it intends to investigate
14 Washington's allegations as set forth above. Accordingly, Washington has satisfied the
15 administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil
16 penalties against BBCP, in addition to other remedies, for violations of the California Labor Code.

17 22. The foregoing list of misconduct is a partial list only, and set forth by way of
18 example.

19 **FIRST CAUSE OF ACTION**
20 **FAILURE TO PAY MINIMUM WAGE**
21 **(Lab. Code, § 1182.12, *et seq.*)**
 Against Defendants

22 23. Plaintiff hereby realleges and incorporates by reference each and every allegation set
23 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 24. Labor Code section 1182.12 sets forth the minimum wage for employees in California.
26
27
28

1 25. Labor Code section 1197 provides that the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a lesser wage is
3 unlawful.

4 26. Nevertheless, as set forth above, Defendants failed to pay Plaintiff the minimum wage
5 for every hour worked.

6 27. Labor Code section 1194.2 provides that in any action under Labor Code section 1194
7 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of
8 the commission or by statute, an employee shall be entitled to recover liquidated damages in an
9 amount equal to the wages unlawfully unpaid and interest thereon.

10 28. Wherefore, Plaintiff and has been injured and requests relief as hereinafter provided.

11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PAY OVERTIME WAGES**
13 **(Lab. Code, § 510)**
 Against Defendants

14 29. Plaintiff hereby realleges and incorporates by reference each and every allegation
15 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
16 allegations of this cause of action.

17 30. Pursuant to Labor Code section 510, any work in excess of eight hours in one
18 workday and any work in excess of forty hours in any one workweek and the first eight hours
19 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
20 less than one and one-half times the regular rate of pay for an employee. Any work in excess of
21 twelve hours in one day shall be compensated at the rate of no less than twice the regular rate of
22 pay for an employee. In addition, any work in excess of eight hours on any seventh day of a
23 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
24 employee.

25 31. Pursuant to Labor Code section 1198 and applicable IWC Wage Order(s), it is
26 unlawful to compensate an employee at a rate less than either one and one-half or two times the
27

1 regular rate of pay for overtime hours worked, depending upon the number of hours worked by the
2 employee on a daily or weekly basis.

3 32. Nevertheless, as set forth above, Defendants failed to compensate Plaintiff for all
4 overtime worked.

5 33. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
8 **(Lab. Code, § 226.7)**
9 **Against Defendants**

10 34. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 35. Labor Code section 226.7 requires employers to provide employees meal periods as
14 mandated by Order of the Industrial Welfare Commission. It states:

- 15 a. No employer shall require any employee to work during any meal or rest period
16 mandated by an applicable order of the Industrial Welfare Commission.
17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission, the
19 employer shall pay the employee one additional hour of pay at the employee's
20 regular rate of compensation for each work day that the meal or rest period is
21 not provided.

22 36. Section 12 of the applicable IWC Wage Order provides:

23 “(A) Every employer shall authorize and permit all employees to take rest periods,
24 which insofar as practicable shall be in the middle of each work period. The authorized
25 rest period time shall be based on the total hours worked daily at the rate of ten (10)
26 minutes net rest time per four (4) hours or major fraction thereof. However, a rest
27 period need not be authorized for employees whose total daily work time is less than
28 three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours
worked for which there shall be no deduction from wages.”

1 37. During the relevant time period, Plaintiff was not provided with rest breaks as required
2 by law and did not receive an additional hour of premium pay for each missed rest break.

3 38. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

4 **FOURTH CAUSE OF ACTION**
5 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
6 **(Lab. Code, § 226, subd. (a))**
7 **Against Defendants**

8 39. Plaintiff hereby realleges and incorporates by reference each and every allegation set
9 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
10 allegations of this cause of action.

11 40. Pursuant to Labor Code section 226, subdivision (a), "every employer shall,
12 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a
13 detachable part of the check, draft, or voucher paying the employee's wages, or separately when the
14 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
15 wages earned, (2) total hours worked by the employee . . . , (3) the number of piece-rate units earned
16 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net
17 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and only the last four digits of his or her social security number or an employee
19 identification number, (8) the name and address of the legal entity that is the employer . . . , (9) all
20 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
21 each hourly rate by the employee and, if the employer is a temporary services employer . . . , the rate of
22 pay and the total hours worked for each temporary services assignment."

23 41. An employee suffering injury as a result of the knowing and intentional failure by an
24 employer to comply with Labor Code section 226, subdivision (a) is entitled to recover the greater of
25 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
26 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the
27 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
28 attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

1 42. An employee is deemed to suffer injury if the employer fails to provide a wage
2 statement or if the employer fails to provide accurate and complete information as required by any one
3 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
4 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
5 during the pay period or any of the other information required to be provided pursuant to Labor Code
6 section 226, subdivision (a)(2)-(4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
7 name and address of the employer and iv) the name of the employee and the last four digits of his or
8 her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A)
9 and (B)(i)-(iv).) "Promptly and easily determine" means a reasonable person would be able to readily
10 ascertain the information without reference to other documents or information. (Lab. Code, § 226,
11 subd. (e)(2)(C).)

12 43. During the relevant time period, Defendants intentionally and willfully failed to furnish
13 accurate itemized wage statements in violation of Labor Code section 226, subdivision (a).

14 44. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

15 **FIFTH CAUSE OF ACTION**
16 **FAILURE TO PAY WAGES UPON CESSATION OF EMPLOYMENT**
17 **(Lab. Code, § 201)**
18 **Against Defendants**

19 45. Plaintiff hereby realleges and incorporates by reference each and every allegation
20 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
21 allegations of this cause of action.

22 46. Labor Code section 201 requires an employer to pay an employee all wages earned
23 and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an
24 employer to pay the employee all wages due no later than 72 hours after the employee quits his
25 employment.

26 47. Labor Code section 203 provides: "If an employer willfully fails to pay, without
27 abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
28 employee who is discharged or who quits, the wages of the employee shall continue as a penalty

1 from the due date thereof at the same rate until paid or until an action therefor is commenced; but
2 the wages shall not continue for more than 30 days”.

3 48. During the relevant time period, Defendants failed to pay Plaintiff all earned but
4 unpaid wages upon cessation of employment.

5 49. Wherefore, Plaintiff has been injured as set forth above and requests relief as
6 hereafter provided.

7
8 **SIXTH CAUSE OF ACTION**
9 **PRIVATE ATTORNEYS GENERAL ACT**
10 **(Lab. Code, § 2698 *et seq.*)**
11 **Against Defendants**

12 50. Plaintiff hereby realleges and incorporates by reference each and every allegation
13 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 51. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
16 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
17 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
18 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
19 to the procedures outlined in Labor Code section 2699.3.

20 52. Plaintiff was employed by Defendants and the alleged violations were committed
21 against her during his time of employment. Plaintiff is therefore an aggrieved employee as defined
22 by Labor Code section 2699, subdivision (c). Other current and former employees are also
23 aggrieved employees in that one or more of the alleged violations were also committed against
24 them during their time of employment with Defendants.

25 53. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
26 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
27 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
28 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
each subsequent violation.

54. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

55. Wherefore, Plaintiff has been aggrieved as set forth above and requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First Through Fifth Causes of Action:

1. That this Court award injunctive relief, including that available under Labor Code section 226(h);
2. That this Court award actual, compensatory, special, and general damages;
3. That this Court award liquidated damages, including those available under Labor Code section 1194.2;
4. That this Court award statutory penalties including, but not limited to, those available under Labor Code sections 203, 226(e) and 1198.5;
5. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226, subdivisions (e)(1) and (h), 1194, as well as Code of Civil Procedure section 1021.5;
6. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
7. That this Court award such other and further relief as the court deems just and proper.

As to the Sixth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, 1197, and 2699(f);
2. For injunctive relief;

- 1 3. For statutory attorneys' fees and costs, including but not limited to those available
2 under Labor Code section 2699(g);
3 4. For prejudgment and post-judgment interest according to any applicable provision
4 of law or as otherwise permitted by law, including those available under Civil Code
5 sections 3287(a) and 3289(b); and
6 5. For such other and further relief as the court deems just and proper.

7 ///

8 **DATED:** June 15, 2020

MAYALL HURLEY P.C.

9 By _____

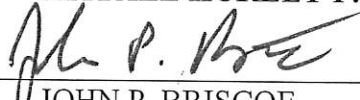

JOHN P. BRISCOE
RACHAEL ALLGAIER
Attorneys for Plaintiff
LACOLE WASHINGTON

EXHIBIT 1

EXHIBIT 2

LAW OFFICES
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OF COUNSEL
J. ANTHONY ABBOTT

April 10, 2020

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Bay Bridge Copy Partners, LLC
5801 Christie Ave., Suite 470
Emeryville, CA 94608

Re: LaCole Washington/Bay Bridge Copy Partners, LLC

To whom it may concern:

This firm represents LaCole Washington in relation to her former employment with Bay Bridge Copy Partners, LLC dba Copy Central. In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Washington's written notice to the Labor and Workforce Development Agency ("LWDA") and Bay Bridge Copy Partners, LLC regarding the following violations, and facts and theories supporting those violations, on Ms. Washington's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Bay Bridge Copy Partners, LLC.

On or around October 30, 2007, Ms. Washington was hired by Bay Bridge Copy Partners, LLC at the Copy Central location in San Rafael, as a non-exempt employee. In or around late 2015, Ms. Washington was promoted to store manager. At all times subsequent to her promotion to store manager, Ms. Washington was classified by her employer as exempt from overtime and minimum wage requirements under California law, and was paid a flat salary only, regardless of the number of hours worked (Ms. Washington frequently worked in excess of eight hours in a workday and forty hours in a workweek).

However, this was an erroneous classification. Ms. Washington never properly fell into any exemption from California overtime/minimum wage requirements. Ms. Washington did not fall under the "Professional Exemption" because, among other reasons, she is not and was not

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licensed or certified by the State of California and is primarily engaged in the practice of a profession recognized under IWC Wage Orders, and was not primarily engaged in an occupation commonly recognized as a learned or artistic profession. Furthermore, Ms. Washington did not fall under the "Executive Exemption" for several reasons. First, for the overwhelming part of her employment, Ms. Washington did not customarily and regularly direct the work of two or more employees. (See Cal. Code Regs., tit. 8, § 11040, subd. 1(A)(1)(b).) For all but approximately six to eight months of her tenure as store manager, Ms. Washington supervised only one employee. Further, and throughout her tenure as store manager, Ms. Washington was not primarily engaged in duties which meet the test of the exemption. (See Cal. Code Regs., tit. 8, § 11040, subd. 1(A)(1)(e).) Due to the short staff, Ms. Washington was forced to spend more than half of her time performing the work of other, non-exempt employees; these duties included, but were not limited to, working on copy jobs and answering the telephone.

Ms. Washington likewise did not meet the test for the "Administrative Exemption" either. Ms. Washington was not primarily engaged in duties that meet the test of the exemption, but spent the majority of her work time performing non-exempt duties, *supra*. (See Cal. Code Regs., tit. 8, § 11040, subd. 1(A)(2)(f).)

Thus, Ms. Washington does not properly fall under any exemption and was willfully and erroneously classified as exempt.

Despite the foregoing, Bay Bridge Copy Partners, LLC paid Ms. Washington a flat salary (for a presumed 40-hour workweek) only, and did not pay her the minimum wage for every hour worked. Thus, Ms. Washington was not paid the minimum wage for all hours worked, in violation of Labor Code sections 1182.12 and 1197. These violations were committed against current and other former employees of Bay Bridge Copy Partners, LLC in California, and within the last year.

Ms. Washington furthermore regularly worked in excess of eight hours per workday and forty hours per workweek; nonetheless, being misclassified as an exempt employee, Ms. Washington was not paid overtime wages at the appropriate rate of pay. Thus, Bay Bridge Copy Partners, LLC violated Labor Code section 510. These violations were committed against current and other former employees of Bay Bridge Copy Partners, LLC in California, and within the last year.

Furthermore, Ms. Washington was not provided with the opportunity to take a ten-minute rest period, free of duty, for every four hours worked. Nor was she provided with the opportunity to take a thirty-minute meal period, free of duty, for every five hours worked. Due to the volume of work and the fact that she typically had only one subordinate, Ms. Washington was regularly compelled to work through her rest and meal periods. Furthermore, Ms. Washington was never paid an hour of pay at her regular rate of compensation ("premium pay") for each rest and meal period which was unlawfully denied her. Accordingly, Bay Bridge Copy Partners, LLC violated Labor Code sections 226.7 and 512. These violations were committed

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Bay Bridge Copy Partners, LLC
Re: LaCole Washington/Bay Bridge Copy Partners, LLC
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against current and other former employees of Bay Bridge Copy Partners, LLC in California, and within the last year.

Because Ms. Washington was not paid the minimum and overtime wages to which she was entitled, and because she has not been paid premium pay for denied rest and meal periods, *supra*, the wage statements issued to her do not accurately show the gross wages earned, total hours worked, the net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (2), (5), and (9), respectively. Additionally, and separately from the foregoing, the wage statements issued to Ms. Washington do not show the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, in violation of Labor Code section 226, subdivision (a)(7). **(Exhibit A.)** These violations were committed against current and other former employees of Bay Bridge Copy Partners, LLC in California, and within the last year.

Ms. Washington was laid off on March 19, 2020. Because Ms. Washington was regularly denied all wages due and owing, *supra*, she was not paid all wages due and owing upon being laid off, in violation of Labor Code section 201. These violations were also committed against current and other former employees of Bay Bridge Copy Partners, LLC in California, and within the last year.

As demonstrated above, Bay Bridge Copy Partners, LLC violated the Labor Code as against Ms. Washington and current and other former employees of Bay Bridge Copy Partners, LLC in California, and within the last year, as follows:

1. Failure to pay the minimum wage for all time worked, in violation of Labor Code sections 1182.12 and 1197.
2. Failure to pay overtime at the appropriate rate, in violation of Labor Code section 510.
3. Failure to provide timely rest and meal periods or to pay "premium pay", in violation of Labor Code sections 512 and 226.7.
4. Failure to furnish accurate itemized wage statements, in violation of Labor Code section 226, subdivision (a).
5. Failure to pay all wages due and owing upon discharge/layoff, in violation of Labor Code section 201.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

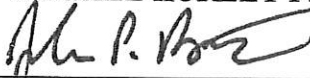
Labor and Workforce Development Agency
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If the LWDA does not intend to investigate these violations, Ms. Washington intends to file a civil complaint against Bay Bridge Copy Partners, LLC pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

Attachment

Exhibit A

Bay Bridge Copy Partners, LLC

CHECKMATIC.COM - (800) 555-6374

31353

Employee: LaCole A. Washington
 Status (Fed/State): Single/Single
 Pay Period: 04/01/2019 - 04/15/2019
 Allowances/Extra: Fed-3/0/CA-3/0
 Pay Date: 04/22/2019

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,907.50	14,056.84
Bonus			40.00	180.00
Salary Vacation			0.00	1,430.65
Salary Sick			0.00	352.14
			1,947.50	16,019.63

Deductions From Gross	Current	YTD Amount
Health Insurance (pre-tax)	-75.58	-605.92

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-116.06	-955.65
Medicare Employee	-27.14	-223.50
CA - Income Tax	0.00	
CA - Disability	-18.72	-154.14
	-161.92	-1,333.29

Net Pay 1,710.00 14,080.42

Paid Time Off Earned YTD Used Available

Bay Bridge Copy Partners, LLC, 5801 Christie Avenue, Suite 470, Emeryville, CA 94608

Bay Bridge Copy Partners, LLC

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31406

Employee: LaCole A. Washington
 Status (Fed/State): Single/Single
 Pay Period: 04/16/2019 - 04/30/2019
 Allowances/Extra: Fed-3/0/CA-3/0
 Pay Date: 05/07/2019

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,731.42	15,788.26
Bonus			0.00	180.00
Salary Vacation			0.00	1,430.65
Salary Sick			0.00	352.14
			1,731.42	17,751.05

Deductions From Gross	Current	YTD Amount
Health Insurance (pre-tax)	-75.58	-681.50

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-102.66	-1,056.31
Medicare Employee	-24.01	-247.51
CA - Income Tax	0.00	
CA - Disability	-18.56	-170.70
	-143.23	-1,476.52

Net Pay 1,512.61 15,593.03

Paid Time Off Earned YTD Used Available

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