

THE NOURMAND LAW FIRM

A PROFESSIONAL LAW CORPORATION

8822 WEST OLYMPIC BOULEVARD
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE (310) 553-3600
(323) 895-7800
FACSIMILE (310) 553-3603
www.nourmandlawfirm.com

July 16, 2020

PAGA NOTICE FILED ELECTRONICALLY
AND PAGA FILING FEE BY U.S. MAIL

Department of Industrial Relations
Attn: Accounting Unit
455 Golden Gate Avenue, 10 Floor
San Francisco, California 94102

Re: California Labor Code §2699 Notice Letter
On Behalf of Aggrieved Employee Sofia Amaya

Employer: KBS STAFFING
1751 Lake Cook Road, Suite 600
Deerfield, Illinois 60015

To whom it may concern:

This letter shall constitute notification under Labor Code §2699.3 (hereinafter, "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency (check number 1821) for the PAGA Notice was mailed along with a copy of this PAGA Notice to the Department of Industrial Relations, at the above listed mailing address.

The PAGA Notice concerns Sofia Amaya's ("Ms. Amaya") allegations that her employer, KBS Staffing, has a policy or practice of unevenly rounding hours worked by its employees, which results in an aggregate loss of wages to the employees. For instance, Ms. Amaya, who was employed as a general laborer, contends that she and other employees were required to use an electronic time clock to record their work time. Ms. Amaya and other employees would then use these time clocks to clock-in prior to their scheduled work shifts and were required to immediately begin performing their work duties. Similarly, at the end of scheduled work shift, Ms. Amaya and other employees would clock-out minutes after the end of the work shift. However, Ms. Amaya and other employees would not be compensated for all their time worked since KBS Staffing rounds the work time, thereby in the aggregate depriving employees of all earned wages. Additionally, Ms. Amaya contends that she and other employees were not compensated for donning and doffing required uniforms and/or protective gear. The aforementioned practices would result in the non-payment of overtime wages if the employees worked more than 8 hours a day and/or a minimum wage violation in the event that the employees worked 8 hours or less, since they would not have been compensated at least the prevailing minimum wage for all time worked. Consequently, KBS Staffing has violated

Department of Industrial Relations
July 16, 2020
Page: 2

California Labor Code §§200, 510, 1194, 1194.2 and 1197 based on its practice of uneven rounding. KBS Staffing would also be liable for civil penalties pursuant to California Labor Code §§558 and 2698.

Ms. Amaya also alleges that KBS Staffing maintains a policy or practice of compelling its employees to work over a four-hour period (or a major fraction thereof) without authorizing and permitting them to take paid ten-minute rest periods in which they were completely relieved of all their duties. That is, Ms. Amaya and other non-exempt employees were not provided at least two rest breaks when they worked a shift of 8 hours and were not provided with a third rest period when working a shift of more than 10 hours. Furthermore, Ms. Amaya was not paid premium wages for missed rest periods. Consequently, KBS Staffing has violated Labor Code § 226.7. KBS Staffing would also be liable for civil penalties pursuant to Labor Code § 2698.

As a result of, including but not limited to, KBS Staffing's failure to pay overtime and minimum wages, failure to provide rest periods or compensation lieu thereof, as described above, it also intentionally failed and continues to fail to furnish employees with itemized wage statements that accurately reflect all hours worked, net and gross wages earned and premium wages due for missed rest periods as required by California Labor Code §226(a). Consequently, since KBS Staffing failed to comply with Labor Code §226(a), Ms. Amaya and other similarly situated employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698.

KBS Staffing also failed and refused and continues to fail and refuse to timely pay compensation to Ms. Amaya and other similarly situated terminated or resigned employees, including but not limited to, all wages owed as a result of KBS Staffing's failure to pay overtime and minimum wages, and premium wages owed as a result of missed rest periods. Consequently, KBS Staffing is liable for waiting time penalties for having violated California Labor Code §§ 201, 202 and 203. KBS Staffing would also be liable for civil penalties pursuant to Labor Code § 2698.

Pursuant to Labor Code §2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether your office intends to investigate the violations alleged herein. Our office understands that if we do not receive a response from your office within sixty-five (65) calendar days of the postmark date of this notice, that Ms. Amaya may immediately thereafter pursue her interests and the interests of similarly situated employees with a civil complaint against KBS Staffing for its violations of the Labor Code.

Sincerely,



James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC

Enclosure (\$75 Filing Fee, Check No. 1821)
cc: KBS Staffing (by U.S. Certified Mail)