

1 **AINSWORTH EMPLOYMENT LAW, P.C.**
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5 Attorney for Plaintiff
LATAICHA NORRIS, on her own behalf and in
6 her representative capacity on behalf of all
Aggrieved Employees
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

11 **RIC2003727**

12 LATAICHA NORRIS, an individual, on her own
behalf and in her representative capacity on
13 behalf of all Aggrieved Employees,

14 Plaintiff,

15 vs.

16 PAYCHEX, INC., a foreign corporation;
PAYCHEX NORTH AMERICA INC., a foreign
17 corporation; and DOES 1 through 100, inclusive,

18 Defendants.
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**COMPLAINT FOR DAMAGES FOR
VIOLATION OF LABOR CODE § 2698
ET SEQ. (Private Attorneys General Act of
2004)**

FILED

Superior Court of California
County of Riverside

9/21/2020

C. Ortiz

Electronically Filed

1 Plaintiff Lataicha Norris alleges:

2 **INTRODUCTION**

3 1. Plaintiff Lataicha Norris brings this action pursuant to Labor Code § 2698 *et seq.*
4 (Private Attorneys General Act of 2004) (the “PAGA”) for Defendants’ violations of Labor Code
5 sections 226.7 and 512, and Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001,
6 section 11. Defendants violated the Labor Code sections cited above by failing to provide timely
7 meals periods to Plaintiff and by failing to pay meal period “premiums” to Plaintiff for failing to
8 provide her timely meal periods. Plaintiff brings this action on behalf of herself and on behalf of all
9 persons currently or formerly employed by Defendants in the State of California within the relevant
10 period against whom one or more of the alleged violations was committed (the “Aggrieved
11 Employees”).

12 2. Defendants jointly employed Plaintiff and the Aggrieved Employees. This Complaint
13 challenges Defendants’ systemic illegal employment practices causing injury to Plaintiff and the
14 Aggrieved Employees. Plaintiff alleges on information and belief that Defendants jointly and
15 severally acted intentionally and with deliberate indifference to, and conscious disregard of,
16 Plaintiff and the Aggrieved Employees’ rights by failing to provide them timely meal periods, and
17 by failing to pay them meal period “premiums” for unprovided timely meal periods.

18 **THE PARTIES**

19 3. At all relevant times, Plaintiff Lataicha Norris (“Plaintiff” or “Ms. Norris”) was a natural
20 person residing and working in Riverside County, California.

21 4. At all relevant times, Defendant Paychex, Inc. was a Delaware corporation doing
22 business and employing persons, including Plaintiff, in Riverside County, California.

23 5. At all relevant times, Defendant Paychex North America Inc. was a Delaware
24 corporation doing business and employing persons, including Plaintiff, in Riverside County,
25 California.

26 6. Defendants Paychex, Inc. and Paychex North America Inc. are referred to collectively
27 herein as “Paychex.”
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7. Plaintiff does not know the true names of the Defendants named as DOES 1 through 100, inclusive (the “DOE Defendants”). Plaintiff alleges the DOE Defendants were the agents or employees of Paychex and acted within the scope of that agency or employment as set forth herein.

8. Plaintiff alleges that Paychex and the DOE Defendants each acted as one another's agents, employees, and/or alter-egos, and that each is liable for the conduct of the others as set forth herein.

JURISDICTION

9. This Court has jurisdiction over this action alleging violations of the PAGA and Labor Code sections 226.7 and 512, and (“IWC”) Wage Order No. 4-2001, section 11.

10. This Court has jurisdiction over all Defendants each has sufficient minimum contacts with California or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court because Defendants transact business and employ persons within this County, and because acts and omissions alleged herein with respect to Plaintiff took place in this County.

12. The civil penalties sought in this action exceed the minimum jurisdictional limits of this Court and will be established according to proof at trial.

ALTER EGO, AGENCY AND JOINT EMPLOYER

13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants that the individuality and separateness of Defendants have ceased to exist.

14. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Defendants are in reality one and the same including, but not limited to, because:

a. Defendants are completely dominated and controlled by the same persons and/or entities who committed the violations of laws as set forth in this complaint, and who

1 have hidden and currently hide behind corporate formalities to perpetrate frauds,
2 circumvent statutes, or accomplish some other wrongful or inequitable purpose;

3 b. Defendants have acted on behalf of those persons and/or entities who violate, or cause
4 to be violated, the provisions of law cited herein;

5 c. Defendants are owners, managers, officers, or managing agents of the persons and/or
6 entities who violate, or cause to be violated, the provisions of law cited herein, and the
7 term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of
8 the California Civil Code;

9 d. Defendants derive actual and significant monetary benefits by and through the persons
10 and/or entities who violate, or cause to be violated, the provisions of law cited herein,
11 by using them as funding sources for their own personal expenditures;

12 e. Plaintiff is informed and believes that Defendants, while really one and the same, were
13 segregated to appear as though separate and distinct for purposes of perpetrating a
14 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
15 purpose;

16 f. Plaintiff is informed and believes that Defendants do not comply with all requisite
17 corporate formalities to maintain a legal and separate corporate existence; and

18 g. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of
19 Defendants are, and at all times relevant were, so mixed and intermingled that the same
20 cannot reasonably be segregated, and the same are in inextricable confusion. Each of
21 Defendants at all times relevant was used by one another as a mere shell and conduit for
22 the conduct of certain of Defendants’ affairs, and is, and was, the alter ego of the others.
23 The recognition of the separate existence of Defendants would not promote justice in
24 that it would permit Defendants to insulate themselves from liability to Plaintiff and the
25 Aggrieved Employees for violations of the Labor Code and other statutory violations.
26 The corporate existence of Defendants should be disregarded in equity and for the ends
27 of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
28 and the Aggrieved Employees.

15. Accordingly, Defendants constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

16. Plaintiff is informed and believes, and based thereon alleges, that Defendants were Plaintiff and the Aggrieved Employees' joint employers by virtue of a joint enterprise, and that Plaintiff and the Aggrieved Employees are or were employees of Defendants. Plaintiff and the Aggrieved Employees performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff and the Aggrieved Employees as employees, either directly or indirectly, and in the manner in which Defendants' business was and is conducted.

GENERAL ALLEGATIONS

17. Ms. Norris began working for Defendants on or about October 20, 2014. She worked as a Payroll Specialist. Paychex gave Ms. Norris performance evaluations rating her performance as “achieves and/or sometimes exceeds expectations.”

18. At all relevant times, Labor Code section 512(a) provided in relevant part: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes”

19. At all relevant times, IWC Order No. 4-2001, Section 11, likewise provided in relevant part: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes”

20. Throughout Ms. Norris' employment, Defendants often failed to relieve her of all duties and allow her to take an uninterrupted meal period of at least 30 minutes starting no later than the completion of her fifth hour of work each workday. The workdays that Paychex failed to timely provide a meal period to Ms. Norris include, but are not limited to, the following dates: Jan. 9, 2018, Jan. 11, 2018, Jan. 31, 2018, Feb. 7, 2018, Feb. 8, 2018, Feb. 14, 2018, Feb. 28, 2018, Apr. 9, 2018, Apr. 10, 2018, Apr. 17, 2018, Apr. 18, 2018, Apr. 19, 2018, Apr. 20, 2018, Apr. 24, 2018, Apr. 25, 2018, Apr. 26, 2018, Apr. 27, 2018, Apr. 30, 2018, May 1, 2018, May 2, 2018, May 7, 2018, May 8, 2018, May 9, 2018, May 10, 2018, May 11, 2018, May 14, 2018, May 15, 2018, May 16, 2018, May 17, 2018, May 22, 2018, May 23, 2018, May 24, 2018, May 25, 2018, May 30,

1 2018, May 31, 2018, Jun. 1, 2018, Jun. 4, 2018, Jun. 5, 2018, Jun. 6, 2018, Jun. 7, 2018, Jun. 8,
2 2018, Jun. 12, 2018, Jun. 13, 2018, Jun. 14, 2018, Jun. 15, 2018, Jun. 18, 2018, Jun. 19, 2018, Jun.
3 20, 2018, Jun. 21, 2018, Jun. 25, 2018, Jun. 26, 2018, Jun. 27, 2018, Jun. 28, 2018, Jul. 2, 2018, Jul.
4 5, 2018, Jul. 9, 2018, Jul. 10, 2018, Jul. 11, 2018, Jul. 13, 2018, Jul. 16, 2018, Jul. 17, 2018, Jul. 18,
5 2018, Jul. 19, 2018, Jul. 23, 2018, Jul. 24, 2018, Jul. 26, 2018, Jul. 27, 2018, Jul. 30, 2018, Jul. 31,
6 2018, Aug. 1, 2018, Aug. 2, 2018, Aug. 3, 2018, Aug. 6, 2018, Aug. 7, 2018, Aug. 8, 2018, Aug. 9,
7 2018, Aug. 10, 2018, Aug. 16, 2018, Aug. 24, 2018, Aug. 27, 2018, Aug. 28, 2018, Aug. 29, 2018,
8 Aug. 30, 2018, Aug. 31, 2018, Sept. 5, 2018, Sept. 6, 2018, Sept. 20, 2018, Sept. 21, 2018, Sept. 28,
9 2018, Oct. 1, 2018, Oct. 2, 2018, Oct. 3, 2018, Oct. 5, 2018, Oct. 8, 2018, Oct. 9, 2018, Oct. 12,
10 2018, Oct. 15, 2018, Oct. 16, 2018, Oct. 18, 2018, Oct. 22, 2018, Oct. 23, 2018, Oct. 29, 2018, Oct.
11 30, 2018, Nov. 2, 2018, Nov. 8, 2018, Nov. 12, 2018, Nov. 13, 2018, Nov. 14, 2018, Nov. 15, 2018,
12 Nov. 21, 2018, Nov. 29, 2018, Dec. 13, 2018, Dec. 17, 2018, Dec. 18, 2018, Dec. 20, 2018, Dec.
13 21, 2018, Dec. 28, 2018, Jan. 3, 2019, Jan. 4, 2019, Jan. 8, 2019, Jan. 11, 2019, Jan. 16, 2019, Jan.
14 24, 2019, Feb. 8, 2019, Feb. 11, 2019, Feb. 20, 2019, Feb. 22, 2019, Feb. 25, 2019, Feb. 27, 2019,
15 Feb. 28, 2019, Mar. 12, 2019, Mar. 13, 2019, Mar. 14, 2019, Mar. 27, 2019, Mar. 28, 2019, Apr. 2,
16 2019, Apr. 4, 2019, Apr. 9, 2019, Apr. 11, 2019, Apr. 15, 2019, Apr. 23, 2019, Apr. 24, 2019, Apr.
17 30, 2019, May 1, 2019, May 2, 2019, May 20, 2019, May 21, 2019, May 22, 2019, Jun. 3, 2019,
18 Jun. 4, 2019, Jun. 5, 2019, Jun. 6, 2019, Jun. 7, 2019, Jun. 10, 2019, Jun. 13, 2019, Jun. 14, 2019,
19 Jun. 21, 2019, Jun. 24, 2019, Jun. 25, 2019, Jun. 26, 2019, Jun. 27, 2019, Jun. 28, 2019, Jul. 1,
20 2019, Jul. 2, 2019, Jul. 5, 2019, Jul. 15, 2019, Jul. 18, 2019, Jul. 22, 2019, Jul. 24, 2019, Jul. 29,
2019, Jul. 30, 2019, Aug. 2, 2019, and Aug. 6, 2019.

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22 21. Plaintiff alleges on information and belief that throughout the Aggrieved Employees'
23 employment, Defendants likewise often failed to relieve the Aggrieved Employees of all duties and
24 allow them to take an uninterrupted meal period of at least 30 minutes starting no later than the
25 completion of their fifth hour of work each workday.

26 22. At all relevant times, Labor Code section 226.7(c) provided in relevant part: "If an
27 employer fails to provide an employee a meal or rest or recovery period in accordance with a state
28 law, including, but not limited to, an applicable statute or applicable regulation, standard, or order

1 of the Industrial Welfare Commission, . . . the employer shall pay the employee one additional hour
2 of pay at the employee's regular rate of compensation for each workday that the meal or rest or
3 recovery period is not provided."

4 23. Throughout Ms. Norris' employment, Defendants failed to pay her one hour of pay at
5 her regular rate of compensation for each workday that a timely meal period was not provided to
6 her.

7 24. Plaintiff alleges on information and belief that throughout the Aggrieved Employees'
8 employment, Defendants likewise failed to pay them one hour of pay at their regular rate of
9 compensation for each workday that a timely meal period was not provided to them.

10 25. As result of Defendants' unlawful conduct, Plaintiff has been forced to incur attorney's
11 fees and litigation costs.

12 **CAUSE OF ACTION**

13 **VIOLATION OF THE PAGA**

14 ***(Against All Defendants)***

15 26. Ms. Norris incorporates all foregoing paragraphs of this Complaint as if set forth fully in
16 this cause of action.

17 27. At all relevant times, Labor Code section 2699(f) provided in relevant part: "For all
18 provisions of this code except those for which a civil penalty is specifically provided, there is
19 established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the
20 alleged violation, the person employs one or more employees, the civil penalty is one hundred
21 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
22 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation."

23 28. At all relevant times, Labor Code section 2699(g) provided in relevant part: ". . . an
24 aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action
25 pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and
26 other current or former employees against whom one or more of the alleged violations was
27 committed. Any employee who prevails in any action shall be entitled to an award of reasonable
28 attorney's fees and costs"

29. On July 16, 2020, Ms. Norris, on behalf of herself and the Aggrieved Employees, submitted a written Notice to the LWDA setting forth the alleged facts and identifying the specific provisions of the Labor Code that Ms. Norris contended were violated by Defendant Paychex, Inc. On August 17, 2020, Ms. Norris, on behalf of herself and the Aggrieved Employees, submitted an Amended Notice to the LWDA identifying Defendant Paychex North America, Inc as a joint employer of Ms. Norris and the Aggrieved Employees. The Notice and Amended Notice are attached hereto as Exhibit A. More than 65 days have passed since Plaintiff submitted her PAGA Notice and, to date, Plaintiff has not received a response from the LWDA indicating its intent to investigate her claims.

Failure to Provide Timely Meal Periods

30. Ms. Norris began working for Defendants on or about October 20, 2014. She worked as a Payroll Specialist. Paychex gave Ms. Norris performance evaluations rating her performance as “achieves and/or sometimes exceeds expectations.”

31. At all relevant times, Labor Code section 512(a) provided in relevant part: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes”

32. At all relevant times, IWC Order No. 4-2001, Section 11, likewise provided in relevant part: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes”

33. Throughout Ms. Norris' employment, Defendants often failed to relieve her of all duties and allow her to take an uninterrupted meal period of at least 30 minutes starting no later than the completion of her fifth hour of work each workday. The workdays that Paychex failed to timely provide a meal period to Ms. Norris include, but are not limited to, the following dates: Jan. 9, 2018, Jan. 11, 2018, Jan. 31, 2018, Feb. 7, 2018, Feb. 8, 2018, Feb. 14, 2018, Feb. 28, 2018, Apr. 9, 2018, Apr. 10, 2018, Apr. 17, 2018, Apr. 18, 2018, Apr. 19, 2018, Apr. 20, 2018, Apr. 24, 2018, Apr. 25, 2018, Apr. 26, 2018, Apr. 27, 2018, Apr. 30, 2018, May 1, 2018, May 2, 2018, May 7, 2018, May 8, 2018, May 9, 2018, May 10, 2018, May 11, 2018, May 14, 2018, May 15, 2018, May 16, 2018, May 17, 2018, May 22, 2018, May 23, 2018, May 24, 2018, May 25, 2018, May 30,

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8 Aug. 30, 2018, Aug. 31, 2018, Sept. 5, 2018, Sept. 6, 2018, Sept. 20, 2018, Sept. 21, 2018, Sept. 28,
9 2018, Oct. 1, 2018, Oct. 2, 2018, Oct. 3, 2018, Oct. 5, 2018, Oct. 8, 2018, Oct. 9, 2018, Oct. 12,
10 2018, Oct. 15, 2018, Oct. 16, 2018, Oct. 18, 2018, Oct. 22, 2018, Oct. 23, 2018, Oct. 29, 2018, Oct.
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14 24, 2019, Feb. 8, 2019, Feb. 11, 2019, Feb. 20, 2019, Feb. 22, 2019, Feb. 25, 2019, Feb. 27, 2019,
15 Feb. 28, 2019, Mar. 12, 2019, Mar. 13, 2019, Mar. 14, 2019, Mar. 27, 2019, Mar. 28, 2019, Apr. 2,
16 2019, Apr. 4, 2019, Apr. 9, 2019, Apr. 11, 2019, Apr. 15, 2019, Apr. 23, 2019, Apr. 24, 2019, Apr.
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18 Jun. 4, 2019, Jun. 5, 2019, Jun. 6, 2019, Jun. 7, 2019, Jun. 10, 2019, Jun. 13, 2019, Jun. 14, 2019,
19 Jun. 21, 2019, Jun. 24, 2019, Jun. 25, 2019, Jun. 26, 2019, Jun. 27, 2019, Jun. 28, 2019, Jul. 1,
20 2019, Jul. 2, 2019, Jul. 5, 2019, Jul. 15, 2019, Jul. 18, 2019, Jul. 22, 2019, Jul. 24, 2019, Jul. 29,
2019, Jul. 30, 2019, Aug. 2, 2019, and Aug. 6, 2019.

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22 34. Plaintiff alleges on information and belief that throughout the Aggrieved Employees'
23 employment, Defendants likewise often failed to relieve the Aggrieved Employees of all duties and
24 allow them to take an uninterrupted meal period of at least 30 minutes starting no later than the
25 completion of their fifth hour of work each workday.

26 **Failure to Pay Meal Period "Premiums" for Unprovided Timely Meal Periods**

27 35. At all relevant times, Labor Code section 226.7(c) provided in relevant part: "If an
28 employer fails to provide an employee a meal or rest or recovery period in accordance with a state

1 law, including, but not limited to, an applicable statute or applicable regulation, standard, or order
2 of the Industrial Welfare Commission, . . . the employer shall pay the employee one additional hour
3 of pay at the employee's regular rate of compensation for each workday that the meal or rest or
4 recovery period is not provided."

5 36. Throughout Ms. Norris' employment, Defendants failed to pay her one hour of pay at
6 her regular rate of compensation for each workday that a timely meal period was not provided to
7 her.

8 37. Plaintiff alleges on information and belief that throughout the Aggrieved Employees'
9 employment, Defendants likewise failed to pay them one hour of pay at their regular rate of
10 compensation for each workday that a timely meal period was not provided to them.

11 **Damages**

12 38. Pursuant to Labor Code section 2699(f), Plaintiff and the Aggrieved Employees are each
13 entitled to recover a civil penalty in the amount of one hundred dollars (\$100) per pay period for the
14 initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for
15 each subsequent violation.

16 39. Pursuant to Labor Code section 2699(g), Plaintiff and the Aggrieved Employees are
17 entitled to recover attorney's fees and costs associated with this action.

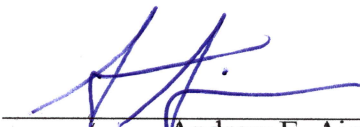
18 **PRAYER FOR RELIEF**

19 Plaintiff prays for the following relief:

20 Upon the Cause of Action: civil penalties pursuant to Labor Code section 2699(f) for
21 Defendants' violation of Labor Code section 512; civil penalties pursuant to Labor Code section
22 2699(f) for Defendants' violation of Labor Code section 226.7; attorney's fees and costs pursuant to
23 Labor Code section 2699(g); all other available relief under any statute; and such other and further
24 relief as the Court may deem just and proper.

25 **AINSWORTH EMPLOYMENT LAW, P.C.**

26 DATED: September 21, 2020

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28 Andrew E. Ainsworth
Attorney for Plaintiff
LATAICHA NORRIS

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EXHIBIT A

AINSWORTH EMPLOYMENT LAW, P.C.

July 16, 2020

Via Online Filing

California Labor & Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Via Certified Mail (Return Receipt Requested)

Paychex, Inc.
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Pursuant to the Private Attorneys General Act (Labor Code § 2699.3)

Dear Sir or Madam,

Ainsworth Employment Law, P.C. represents Lataicha Norris, who formerly worked for Paychex, Inc. ("Paychex"). Paychex has worksites in several California cities, including Bakersfield, Costa Mesa, Culver City, Fresno, Folsom, Glendale, Oxnard, Petaluma, Riverside, San Diego, San Francisco, San Jose, San Luis Obispo, San Ramon, Santa Cruz, South San Francisco, and Woodland Hills. Ms. Norris performed non-exempt duties as a Payroll Specialist at Paychex's worksite in Riverside, California. During Ms. Norris' employment with Paychex, she was subjected to the Labor Code violations set forth below.

This letter serves to give written notice to the Labor and Workforce Development Agency ("LWDA") and to Paychex that Ms. Norris intends to file a civil action against Paychex on behalf of herself and on behalf of all current or former employees of Paychex in California against whom one or more of the violations alleged herein was committed (the "Aggrieved Employees"). This letter notifies the LWDA and Paychex of the specific provisions of the Labor Code that Ms. Norris alleges have been violated. This letter also sets forth the facts and theories supporting the alleged violations.

1. Failure to Provide Meal Periods in Violation of Labor Code § 512(a) and IWC Order No. 4-2001, § 11

Labor Code section 512(a) provides in relevant part:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more

than six hours, the meal period may be waived by mutual consent of both the employer and employee.

(Labor Code § 512(a).) Throughout Ms. Norris' employment, Paychex often violated Labor Code section 512(a) by failing to relieve Ms. Norris of all duties and allowing her to take an uninterrupted meal period of at least 30 minutes starting no later than the completion of her fifth hour worked. The workdays that Paychex failed to timely provide a meal period to Ms. Norris include, but are not limited to, the following dates: Jan. 9, 2018, Jan. 11, 2018, Jan. 31, 2018, Feb. 7, 2018, Feb. 8, 2018, Feb. 14, 2018, Feb. 28, 2018, Apr. 9, 2018, Apr. 10, 2018, Apr. 17, 2018, Apr. 18, 2018, Apr. 19, 2018, Apr. 20, 2018, Apr. 24, 2018, Apr. 25, 2018, Apr. 26, 2018, Apr. 27, 2018, Apr. 30, 2018, May 1, 2018, May 2, 2018, May 7, 2018, May 8, 2018, May 9, 2018, May 10, 2018, May 11, 2018, May 14, 2018, May 15, 2018, May 16, 2018, May 17, 2018, May 22, 2018, May 23, 2018, May 24, 2018, May 25, 2018, May 30, 2018, May 31, 2018, Jun. 1, 2018, Jun. 4, 2018, Jun. 5, 2018, Jun. 6, 2018, Jun. 7, 2018, Jun. 8, 2018, Jun. 12, 2018, Jun. 13, 2018, Jun. 14, 2018, Jun. 15, 2018, Jun. 18, 2018, Jun. 19, 2018, Jun. 20, 2018, Jun. 21, 2018, Jun. 25, 2018, Jun. 26, 2018, Jun. 27, 2018, Jun. 28, 2018, Jul. 2, 2018, Jul. 5, 2018, Jul. 9, 2018, Jul. 10, 2018, Jul. 11, 2018, Jul. 13, 2018, Jul. 16, 2018, Jul. 17, 2018, Jul. 18, 2018, Jul. 19, 2018, Jul. 23, 2018, Jul. 24, 2018, Jul. 26, 2018, Jul. 27, 2018, Jul. 30, 2018, Jul. 31, 2018, Aug. 1, 2018, Aug. 2, 2018, Aug. 3, 2018, Aug. 6, 2018, Aug. 7, 2018, Aug. 8, 2018, Aug. 9, 2018, Aug. 10, 2018, Aug. 16, 2018, Aug. 24, 2018, Aug. 27, 2018, Aug. 28, 2018, Aug. 29, 2018, Aug. 30, 2018, Aug. 31, 2018, Sept. 5, 2018, Sept. 6, 2018, Sept. 20, 2018, Sept. 21, 2018, Sept. 28, 2018, Oct. 1, 2018, Oct. 2, 2018, Oct. 3, 2018, Oct. 5, 2018, Oct. 8, 2018, Oct. 9, 2018, Oct. 12, 2018, Oct. 15, 2018, Oct. 16, 2018, Oct. 18, 2018, Oct. 22, 2018, Oct. 23, 2018, Oct. 29, 2018, Oct. 30, 2018, Nov. 2, 2018, Nov. 8, 2018, Nov. 12, 2018, Nov. 13, 2018, Nov. 14, 2018, Nov. 15, 2018, Nov. 21, 2018, Nov. 29, 2018, Dec. 13, 2018, Dec. 17, 2018, Dec. 18, 2018, Dec. 20, 2018, Dec. 21, 2018, Dec. 28, 2018, Jan. 3, 2019, Jan. 4, 2019, Jan. 8, 2019, Jan. 11, 2019, Jan. 16, 2019, Jan. 24, 2019, Feb. 8, 2019, Feb. 11, 2019, Feb. 20, 2019, Feb. 22, 2019, Feb. 25, 2019, Feb. 27, 2019, Feb. 28, 2019, Mar. 12, 2019, Mar. 13, 2019, Mar. 14, 2019, Mar. 27, 2019, Mar. 28, 2019, Apr. 2, 2019, Apr. 4, 2019, Apr. 9, 2019, Apr. 11, 2019, Apr. 15, 2019, Apr. 23, 2019, Apr. 24, 2019, Apr. 30, 2019, May 1, 2019, May 2, 2019, May 20, 2019, May 21, 2019, May 22, 2019, Jun. 3, 2019, Jun. 4, 2019, Jun. 5, 2019, Jun. 6, 2019, Jun. 7, 2019, Jun. 10, 2019, Jun. 13, 2019, Jun. 14, 2019, Jun. 21, 2019, Jun. 24, 2019, Jun. 25, 2019, Jun. 26, 2019, Jun. 27, 2019, Jun. 28, 2019, Jul. 1, 2019, Jul. 2, 2019, Jul. 5, 2019, Jul. 15, 2019, Jul. 18, 2019, Jul. 22, 2019, Jul. 24, 2019, Jul. 29, 2019, Jul. 30, 2019, Aug. 2, 2019, and Aug. 6, 2019. Ms. Norris alleges on information and belief that throughout the relevant time period, Paychex violated Labor Code section 512(a) by failing to relieve the Aggrieved Employees of all duties and allowing them to take an uninterrupted meal period of at least 30 minutes starting no later than the completion of their fifth hour worked.

2. Failure to Pay Compensation for Failing to Provide Meal Periods in Violation of Labor Code § 226.7(c)

Labor Code section 226.7(c) states in relevant part:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law . . . the employer shall pay the employee one additional

hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

(Labor Code § 226.7(c).) Despite Paychex's failure to provide timely meal periods to Ms. Norris, Paychex violated Labor Code section 226.7(c) by failing to pay her one (1) hour of pay at her regular rate of compensation for each workday that a timely meal period was not provided to her. Ms. Norris alleges on information and belief that despite Paychex's failure to timely provide meal periods to the Aggrieved Employees throughout the relevant time period, Paychex violated Labor Code section 226.7(c) by failing to pay the Aggrieved Employees one (1) hour of pay at their regular rate of compensation for each workday that a timely meal period was not provided to them.

* * * * *

Conclusion

Please notify me pursuant to Labor Code section 2699.3 whether the Agency intends to investigate the alleged violations. If you have any questions about this matter, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

/s/ Andrew Ainsworth
Andrew Ainsworth

AINSWORTH EMPLOYMENT LAW, P.C.

August 17, 2020

Via Online Filing

California Labor & Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Via Certified Mail (Return Receipt Requested)

Paychex, Inc.
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Via Certified Mail (Return Receipt Requested)

Paychex North America Inc.
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: LWDA Case No. LWDA-CM-797252-20 - Amended Notice Pursuant to the Private Attorneys General Act (Labor Code § 2699.3)

Dear Sir or Madam,

Ainsworth Employment Law, P.C. represents Lataicha Norris, who formerly worked for Paychex, Inc. and Paychex North America Inc. (collectively “Paychex”). Paychex has worksites in several California cities, including Bakersfield, Costa Mesa, Culver City, Fresno, Folsom, Glendale, Oxnard, Petaluma, Riverside, San Diego, San Francisco, San Jose, San Luis Obispo, San Ramon, Santa Cruz, South San Francisco, and Woodland Hills. Ms. Norris performed non-exempt duties as a Payroll Specialist at Paychex’s worksite in Riverside, California. During Ms. Norris’ employment with Paychex, she was subjected to the Labor Code violations set forth below.

This letter serves to give written notice to the Labor and Workforce Development Agency (“LWDA”) and to Paychex that Ms. Norris intends to file a civil action against Paychex on behalf of herself and on behalf of all current or former employees of Paychex in California against whom one or more of the violations alleged herein was committed (the “Aggrieved Employees”). This letter notifies the LWDA and Paychex of the specific provisions of the Labor Code that Ms. Norris alleges have been violated. This letter also sets forth the facts and theories supporting the alleged violations.

1. Failure to Provide Meal Periods in Violation of Labor Code § 512(a) and IWC Order No. 4-2001, § 11

Labor Code section 512(a) provides in relevant part:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

(Labor Code § 512(a).) Throughout Ms. Norris' employment, Paychex often violated Labor Code section 512(a) by failing to relieve Ms. Norris of all duties and allowing her to take an uninterrupted meal period of at least 30 minutes starting no later than the completion of her fifth hour worked. The workdays that Paychex failed to timely provide a meal period to Ms. Norris include, but are not limited to, the following dates: Jan. 9, 2018, Jan. 11, 2018, Jan. 31, 2018, Feb. 7, 2018, Feb. 8, 2018, Feb. 14, 2018, Feb. 28, 2018, Apr. 9, 2018, Apr. 10, 2018, Apr. 17, 2018, Apr. 18, 2018, Apr. 19, 2018, Apr. 20, 2018, Apr. 24, 2018, Apr. 25, 2018, Apr. 26, 2018, Apr. 27, 2018, Apr. 30, 2018, May 1, 2018, May 2, 2018, May 7, 2018, May 8, 2018, May 9, 2018, May 10, 2018, May 11, 2018, May 14, 2018, May 15, 2018, May 16, 2018, May 17, 2018, May 22, 2018, May 23, 2018, May 24, 2018, May 25, 2018, May 30, 2018, May 31, 2018, Jun. 1, 2018, Jun. 4, 2018, Jun. 5, 2018, Jun. 6, 2018, Jun. 7, 2018, Jun. 8, 2018, Jun. 12, 2018, Jun. 13, 2018, Jun. 14, 2018, Jun. 15, 2018, Jun. 18, 2018, Jun. 19, 2018, Jun. 20, 2018, Jun. 21, 2018, Jun. 25, 2018, Jun. 26, 2018, Jun. 27, 2018, Jun. 28, 2018, Jul. 2, 2018, Jul. 5, 2018, Jul. 9, 2018, Jul. 10, 2018, Jul. 11, 2018, Jul. 13, 2018, Jul. 16, 2018, Jul. 17, 2018, Jul. 18, 2018, Jul. 19, 2018, Jul. 23, 2018, Jul. 24, 2018, Jul. 26, 2018, Jul. 27, 2018, Jul. 30, 2018, Jul. 31, 2018, Aug. 1, 2018, Aug. 2, 2018, Aug. 3, 2018, Aug. 6, 2018, Aug. 7, 2018, Aug. 8, 2018, Aug. 9, 2018, Aug. 10, 2018, Aug. 16, 2018, Aug. 24, 2018, Aug. 27, 2018, Aug. 28, 2018, Aug. 29, 2018, Aug. 30, 2018, Aug. 31, 2018, Sept. 5, 2018, Sept. 6, 2018, Sept. 20, 2018, Sept. 21, 2018, Sept. 28, 2018, Oct. 1, 2018, Oct. 2, 2018, Oct. 3, 2018, Oct. 5, 2018, Oct. 8, 2018, Oct. 9, 2018, Oct. 12, 2018, Oct. 15, 2018, Oct. 16, 2018, Oct. 18, 2018, Oct. 22, 2018, Oct. 23, 2018, Oct. 29, 2018, Oct. 30, 2018, Nov. 2, 2018, Nov. 8, 2018, Nov. 12, 2018, Nov. 13, 2018, Nov. 14, 2018, Nov. 15, 2018, Nov. 21, 2018, Nov. 29, 2018, Dec. 13, 2018, Dec. 17, 2018, Dec. 18, 2018, Dec. 20, 2018, Dec. 21, 2018, Dec. 28, 2018, Jan. 3, 2019, Jan. 4, 2019, Jan. 8, 2019, Jan. 11, 2019, Jan. 16, 2019, Jan. 24, 2019, Feb. 8, 2019, Feb. 11, 2019, Feb. 20, 2019, Feb. 22, 2019, Feb. 25, 2019, Feb. 27, 2019, Feb. 28, 2019, Mar. 12, 2019, Mar. 13, 2019, Mar. 14, 2019, Mar. 27, 2019, Mar. 28, 2019, Apr. 2, 2019, Apr. 4, 2019, Apr. 9, 2019, Apr. 11, 2019, Apr. 15, 2019, Apr. 23, 2019, Apr. 24, 2019, Apr. 30, 2019, May 1, 2019, May 2, 2019, May 20, 2019, May 21, 2019, May 22, 2019, Jun. 3, 2019, Jun. 4, 2019, Jun. 5, 2019, Jun. 6, 2019, Jun. 7, 2019, Jun. 10, 2019, Jun. 13, 2019, Jun. 14, 2019, Jun. 21, 2019, Jun. 24, 2019, Jun. 25, 2019, Jun. 26, 2019, Jun. 27, 2019, Jun. 28, 2019, Jul. 1, 2019, Jul. 2, 2019, Jul. 5, 2019, Jul. 15, 2019, Jul. 18, 2019, Jul. 22, 2019, Jul. 24, 2019, Jul. 29, 2019, Jul. 30, 2019, Aug. 2, 2019, and Aug. 6, 2019. Ms. Norris alleges on information and belief that throughout the relevant time period, Paychex violated Labor Code section 512(a) by failing to relieve the Aggrieved Employees of all duties and allowing them to take an uninterrupted meal period of at least 30 minutes starting no later than the completion of their fifth hour worked.

2. Failure to Pay Compensation for Failing to Provide Meal Periods in Violation of Labor Code § 226.7(c)

Labor Code section 226.7(c) states in relevant part:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law . . . the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

(Labor Code § 226.7(c).) Despite Paychex's failure to provide timely meal periods to Ms. Norris, Paychex violated Labor Code section 226.7(c) by failing to pay her one (1) hour of pay at her regular rate of compensation for each workday that a timely meal period was not provided to her. Ms. Norris alleges on information and belief that despite Paychex's failure to timely provide meal periods to the Aggrieved Employees throughout the relevant time period, Paychex violated Labor Code section 226.7(c) by failing to pay the Aggrieved Employees one (1) hour of pay at their regular rate of compensation for each workday that a timely meal period was not provided to them.

* * * * *

Conclusion

Please notify me pursuant to Labor Code section 2699.3 whether the Agency intends to investigate the alleged violations. If you have any questions about this matter, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

/s/ Andrew Ainsworth
Andrew Ainsworth