

1 **WHITEHEAD EMPLOYMENT LAW**
2 Jacob N. Whitehead, Esq. (SBN 266123)
3 *reception@jnwpc.com*
4 Cornelo V. Dilag, Esq. (SBN 331559)
5 *cdilag@jnwpc.com*
6 7700 Irvine Center Drive, Suite 930
7 Irvine, CA 92618
8 Tel. (949) 674-4922

9 Attorneys for Plaintiff, Sarah Maxey, an individual, and
10 in her representative capacity on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SACRAMENTO**

13 SARAH MAXEY, an individual, on her
14 own behalf and on behalf of all others
15 similarly situated,

16 Plaintiff,

17 vs.

18 HEADSET ADVISOR, a California
19 Corporation; and DOES 1-25, inclusive,

20 Defendants.

CASE NO.:

**COMPLAINT FOR VIOLATION OF
LABOR CODE §2698 Et Seq. (Private
Attorneys General Act of 2004)**

21 Plaintiff, SARAH MAXEY, an individual, (hereinafter, "Plaintiff" or "Ms. Maxey"),
22 on behalf of the people of the State of California, and as an "aggrieved employee" acting as a
23 private attorney general under the Labor Code Private Attorneys General Act of 2004 §2699,
24 et seq. (the "PAGA"), alleges the following:

25 **I. INTRODUCTION**

26 1. Plaintiff brings this action (the "Complaint") against HEADSET ADVISOR
27 ("Defendant"), a California corporation, on behalf of herself and on behalf of all current and
28 former aggrieved employees that work or worked for Defendant in the State of California
during the statutory period.

FILED
Superior Court Of California,
Sacramento
06/10/2021
kjohanson12
By _____, Deputy
Case Number:
34-2021-00312280

1 2. California has enacted the PAGA to permit individuals to bring an action on
2 behalf of themselves and on behalf of others similarly situated employees (“Aggrieved
3 Employees”) for PAGA penalties only, which is the precise and sole nature of this action.

4 3. Accordingly, Plaintiff seeks to obtain all applicable relief for Defendant’s
5 violations under the PAGA– that is recovery of penalties and attorneys’ fees and costs any
6 other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should
7 be construed as attempting to obtain any relief that would not be available in a PAGA only
8 action.

9 **II. JURISDICTION AND VENUE**

10 4. This action is brought pursuant to the PAGA. The civil penalties sought by
11 Plaintiff exceed the maximum jurisdiction limits of the Sacramento County Superior Court
12 and will be established according to proof at trial.

13 5. This Court has jurisdiction of this action pursuant to the California
14 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
15 causes except those given by statute to other courts. The statutes under which this action is
16 brought do not specify any other basis for jurisdiction.

17 6. This Court has jurisdiction over the violations of the PAGA and California
18 Labor Code §§ 226.7 and 512 and applicable Wage Order No. 7-2001 of the Industrial Wage
19 Commission, § 11 a-c (“IWC No. 7-2001”).

20 7. This Court has jurisdiction over Defendant and DOES 1 through 25,
21 inclusive, because upon information and belief, each party has sufficient minimum contacts
22 in California or otherwise intentionally avails itself of California law so as to render the
23 exercise of jurisdiction over it by the California courts consistent with traditional notions of
24 fair play and substantial justice.

25 8. Venue is proper in this Court because, upon information and belief, the
26 named Defendant transacts business and/or has offices in this county and the acts and
27 omissions alleged herein took place in this county.

28 ///

1 **III. THE PARTIES**

2 9. Plaintiff is a resident of Rancho Cordova, California and at all relevant times
3 worked in Defendant's warehouse located in Rancho Cordova, California in the County of
4 Sacramento. During the relevant statutory period, Plaintiff was employed by Defendant as
5 a non-exempt, full time, and hourly warehouse worker from on or about April 2019 to on or
6 about April 2020. Plaintiff's job duties included receiving and opening packages (headsets),
7 recording items, and sorting products.

8 10. At all times relevant, Defendant is and was a California corporation
9 conducting regular business throughout California, where it employed Plaintiff and the
10 Aggrieved Employees. Defendant is in the business of supplying headsets for commercial
11 and in-t home use to their broad base of clients.

12 11. Plaintiff is unaware of the true names and capacities of Defendants sued as
13 DOES 1 through 25, inclusive, and therefore Plaintiff sues these Defendants by such fictitious
14 names. Plaintiff is informed and believes and on that basis alleges that each of the fictitiously
15 named Defendants is in some manner responsible for the wrongful acts and resulting damage
16 to Plaintiff as alleged in this Complaint. Plaintiff will amend this Complaint to show the true
17 names and capacities of these fictitiously named Defendants after their true names and
18 capacities have been ascertained.

19 **V. FACTUAL SUMMARY BACKGROUND**

20 12. Upon information and belief, Defendant employs and has employed
21 individuals in various non-exempt positions at its warehouse as warehouse workers or other
22 similarly titled positions. Upon information and belief, these employees work or formerly
23 worked in non-exempt positions with non-organizational decision-making authority. The
24 non-exempt Plaintiff and Aggrieved Employees were not and/or have not been paid during
25 the relevant liability period all of their legal wages owed pursuant to the California Labor
26 Code and applicable Industrial Welfare Commission Wage Order No. 7-2001, §11, subd. A-
27 C ("IWC No. 7-2001").
28

1 13. Plaintiff is informed and believes, and based thereon alleges that Defendant
2 currently employs, and during the relevant liability period has employed hundreds of
3 similarly situated Aggrieved Employees in the State of California, who were also paid a base
4 hourly rate.

5 14. Plaintiff is informed and believes and based thereon alleges that even though
6 Defendant purports to have a meal break policy, in reality and practice the meal breaks are
7 or were rarely provided on time and constantly skipped because Plaintiff and the Aggrieved
8 Employees are and/or were fully expected to inspect 400 items of inventory equipment and
9 packages per day. Defendant's warehouse is volume driven and therefore its managers and
10 supervisors place inordinate amounts of pressure on their employees to complete their work.
11 Defendant constantly monitors the activities of its employees. If Defendant's articulated daily
12 quotas are not met, Defendant would inquire about any failure to meet the quotas, creating
13 unreasonable pressure and incentives upon the Plaintiff and the Aggrieved Employees to skip
14 or take their lawfully entitled meal breaks late.

15 15. Moreover, Plaintiff is informed and believes and based thereon alleges that
16 Plaintiff and the Aggrieved Employees were not or are not paid all of their legal wages due
17 for the time they spent waiting in line to clock back in on days that they were able to take
18 their meal breaks. Plaintiff and the Aggrieved Employees had to wait in line for about five
19 (5) minutes before they could clock back in since Defendant only kept one timekeeping
20 machine at the warehouse facility. At no time has Defendant paid Plaintiff and the Aggrieved
21 Employees for the time they were waiting to clock in.

22 16. Plaintiff is informed and believes and based thereon alleges that any
23 purported "written" meal break policy is a complete farce. Defendant's employee handbook
24 has a provision entitled, "*Headset Advisor General Rules.*" The notice provides, Breaks –
25 For a full 10-hour shift two 15-minute breaks will be given as well as a 45-minute lunch.
26 Defendant is fully aware, however, that due to its quota policies and practices that Plaintiff
27 and the Aggrieved Employees are or were unable to take their meal breaks on time and/or
28 were completely skipping them, when Defendant continually pressured them to meet their

1 daily quotas. Because of the fear of negative or adverse employment consequences for failure
2 to meet their quotas, Plaintiff and the Aggrieved Employees would routinely take their meal
3 breaks late or forego them altogether.

4 17. Plaintiff is informed and believes and based thereon alleges that she and the
5 Aggrieved Employees did not validly waive their meal periods during the PAGA liability
6 period.

7 18. Accordingly, during the relevant statutory period, Plaintiff is informed and
8 believes, and based thereon alleges that a substantial number of Aggrieved Employees were
9 not provided with one hour's premium pay in lieu of late or missed meal breaks in one or
10 more of the following manners:

11 a) Plaintiff and the Aggrieved Employees were not provided meal periods
12 or would take late meal breaks for workdays in excess of five and/or ten hours in violation of
13 Labor Code § 512, and applicable IWC Wage Order No. 7-2001;

14 b) A substantial number of the Aggrieved Employees were not
15 compensated one hour's premium pay in violation of Labor Code §§ 226.7;

16 c) Plaintiff and the Aggrieved Employees were required to work through
17 their daily meal period(s); and

18 d) Plaintiff and the Aggrieved Employees were impeded in their ability to
19 take a meal period.

20 19. Thus, Defendant engaged in, ratified and enforced the following unlawful
21 practices and policies against Plaintiff and the Aggrieved Employees:

22 a.) Failing to pay Plaintiff and the Aggrieved Employees for all hours
23 worked in violation of IWC Wage Order No. 7-2001;

24 b.) Failing to provide Plaintiff and the Aggrieved Employees timely and
25 compliant meal break periods under Labor Code § 512, and IWC Wage Order No. 7-2001;
26 and

27 c.) Failing to pay the Aggrieved Employees' premium pay for untimely,
28 missed and/or non-compliant meal breaks, pursuant to Labor Code § 226.7.

1 20. On information and belief, Plaintiff alleges that Defendant's actions as
2 described throughout this Complaint were willful and occurred during the PAGA period. To
3 the extent equitable tolling operate to toll claims by Plaintiff and Aggrieved Employees
4 against Defendant, the PAGA Period should be adjusted accordingly. To the extent that any
5 of the alleged conduct and violations did not personally affect Plaintiff during the PAGA
6 period, Plaintiff seeks penalties for those violations that affected other Aggrieved Employees
7 pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for publication
8 12/19/18).

9 21. Plaintiff brings this case as a representative action seeking penalties for the
10 State of California in a representative capacity, as provided by the PAGA to the extent
11 permitted by law and as an Aggrieved Employee who held the position identified herein and
12 who was subject to Defendant's violations of the Labor Code. A true and correct copy of the
13 February 24, 2021, written notice showing compliance with Labor Code § 2699.3 is attached
14 hereto as **Exhibit A** and demonstrates that Plaintiff is an aggrieved employee who has
15 standing to bring a representative action on behalf of the State of California and Labor and
16 Workforce Development Agency (the "LWDA") as a private attorney general. No notice of
17 cure by Defendant was provided and no notice of investigation was received from the LWDA
18 in the statutorily proscribed 65-day period since the mailing of the written notice.
19 Accordingly, Plaintiff also files this Complaint as a representative action as specifically
20 permitted and authorized by Labor Code § 2699.3(a)(2)(A).

21
22 **FIRST CAUSE OF ACTION**

23 **For Violation of the Private Attorneys General Act of 2004**

24 **California Labor Code §2698, et seq.**

25 **(Against Defendant and Does 1-25, Inclusive)**

26 22. Plaintiff re-alleges and incorporates by reference all of the foregoing
27 paragraphs, as though fully set forth herein.

28 23. The PAGA expressly establishes that any provision of the California Labor
Code which provides for a civil penalty to be assessed and collected by the Labor and

1 Workforce Development Agency (the “LWDA”), or any of its departments, divisions,
2 commissions, boards, agencies or employees for a violation of the California Labor Code
3 may be recovered through a civil action brought by an aggrieved employee on behalf of
4 himself or herself, and other current or former employees.

5 24. Plaintiff, by her employment with Defendant and Defendant’s violations of
6 the Labor Code as alleged herein, is an aggrieved employee with standing to bring an action
7 under the PAGA.

8 25. Plaintiff, by virtue of **Exhibit A**, has satisfied all prerequisites to serve as a
9 representative of the general public to enforce California’s labor laws including, without
10 limitation, the penalty provisions identified in Labor Code § 2699.5. Since the LWDA took
11 no steps within the time period required to investigate, Plaintiff, as a representative of the
12 people of the State of California, will and does seek to recover any and all penalties otherwise
13 capable of being collected by the Labor Commission and/or the DLSE. This includes each of
14 the following, as is set forth in Labor Code § 2699.5, which states:

15 “The provisions of subdivision (a) of Section 2699.3 apply to any alleged
16 violation of the following provisions: subdivision (k) of Section 96, Sections
17 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1,
18 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section
19 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226,
20 Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and
21 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections
22 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
23 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
24 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5,
25 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section
26 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of
27 Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294,
28 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section
1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47,
paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section
1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12,
1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a)
of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,

subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.”

26. Plaintiff is informed and believes that Defendant has violated and continues to violate the provisions of the Labor Code and applicable Wage Order.

27. Pursuant to Labor Code § 2699, any provision of the Labor Code that already provides a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code or does not provide a civil penalty may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees pursuant to the procedures set forth in Labor Code, § 2699.3.

28. Plaintiff, on her own behalf, and on behalf of the other similarly situated Aggrieved Employees is an “aggrieved employee” because she was employed by the violator (the named Defendant herein and its related Doe affiliates and subsidiaries), during the one-year statutory time period and during such time period, was subject to one or more violations, including Labor Code §§ 226.7, 512 and IWC No. 7-2001, and is therefore properly suited to represent the interests of a PAGA person.

29. Plaintiff is informed and believes that Defendant has violated and continues to violate provisions of the Labor Code and applicable Wage Order No. 7-2001. Despite mailing of **Exhibit A** at least 65-days prior to the filing of this Complaint, the LWDA has not notified Plaintiff that it intends to investigate the alleged Labor Code violations identified in **Exhibit A**, such that, by operation of law Plaintiff is entitled to commence this cause of action as a representative action under the PAGA. *See Lab. Code 2699.3(a)(2)(A).*

Failure to Provide Meal Periods

30. In accordance with the mandates of Labor Code §§ 226.7 and 512 and IWC No. 7-2001, Defendant was required to authorize, provide, and permit its non-exempt employees with an uninterrupted 30-minute meal break period for every five (5) hours of labor worked. Failure to provide non-exempt employees with their meal breaks in accordance with these statutes and provisions require an employer to pay their employees one (1) hour

1 of premium pay equal to the aggrieved employees' regular hourly rate of compensation for
2 each workday that the meal break period was missed or untimely provided.

3 31. As a pattern and practice, Defendant has failed to provide Plaintiff and the
4 Aggrieved Employees with lawful, labor code compliant timely, duty-free meal break periods
5 and failed to comply with Labor Code § 226.7 and IWC No. 7-2001 requirements to pay the
6 Aggrieved Employees with premium pay to which they were entitled for the violations that
7 occurred throughout the statutory period.

8 **Damages**

9 32. Defendant's actions constitute continuing and ongoing unlawful activity
10 prohibited by the California Labor Code, as alleged and therefore these acts constitute
11 violations of the PAGA.

12 33. Pursuant to California Labor Code § 2699, Plaintiff requests and is entitled
13 to recover from Defendant civil penalties in the amount of a hundred dollars (\$100) for each
14 Aggrieved Employee per pay period for the initial violation, and two hundred dollars (\$200)
15 for each Aggrieved Employee per pay period for each subsequent violation; and attorneys'
16 fees and costs pursuant to Labor Code § 2699(g) and any other applicable statute.

17 34. As alleged supra, notice of these violations were provided pursuant to Labor
18 Code § 2699.3, asking the LWDA if it intended to investigate the alleged violations. More
19 than 65 days have passed since notice was provided and Plaintiff has not received any
20 notification from the LWDA that it intended to investigate the alleged violations. Therefore,
21 the representative Plaintiff is entitled to prosecute her PAGA claims under Labor Code
22 § 2699, et seq.

23 35. The proper measure of damages and penalties under the PAGA is as to all
24 Aggrieved Employees, whether a part of this action or not. Furthermore, this claim needs no
25 certification to proceed with recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969,
26 970-975.
27
28

1 36. Accordingly, Plaintiff respectfully requests that the Court award judgment
2 and relief in her favor including civil penalties under California Labor Code § 2699 in the
3 amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the
4 initial violation, and two hundred dollars (\$200) for each Aggrieved Employee per pay period
5 for each subsequent violation during the relevant period, according to proof.

6 37. Plaintiff as the personal representative of the Aggrieved Employees, will
7 and does seek to recover any and all penalties for each and every violation shown to exist or
8 to have occurred during the liability period, in an amount according to proof, as to those
9 penalties that are otherwise only available to public agencies. Said fund recovered will be
10 distributed in accordance with the PAGA, with at least 75% of said PAGA penalty recovery
11 being reimbursed to the State of California and the LWDA.

12 **PRAYER FOR RELIEF**

13 38. WHEREFORE, the representative Plaintiff pursuant to the PAGA prays for
14 judgment as follows:

15 39. Upon the PAGA Cause of Action, for civil penalties and wages pursuant to
16 statute as set forth in Labor Code § 2698 et seq., for Defendant's violations of Labor Code
17 §§ 226.7 and 512, and applicable Wage Order No. 7-2001.

18 40. Upon the PAGA Cause of Action, for attorneys' fees and costs pursuant to
19 Labor Code § 2699 and any other applicable statute; and
20

21 41. For such other and further relief the Court may deem just and proper.

22
23 DATED: June 9, 2021

WHITEHEAD EMPLOYMENT LAW

24
25 By: _____

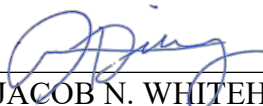

JACOB N. WHITEHEAD
CORNELO V. DILAG
Attorneys for Plaintiff and
The Aggrieved Employees

EXHIBIT A



February 24, 2021

Via Online Filing

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

Via First Class Mail

Tristan Hills, Esq.
Hughey Phillips, LLP
520 9th Street, Suite 230
Sacramento, CA 95814

Via Certified Mail

Douglas Merritt, CEO and Registered Agent
Headset Advisor
7044 Pine View Drive
Folsom, CA 95630

RE: Notice Pursuant to the Private Attorneys General Act, California Labor Code
§ 2699.3 (the "PAGA")

Dear Sir(s) and/or Madam(s):

Please be advised that representative plaintiff, Sarah Maxey ("Plaintiff") has retained Whitehead Employment Law to represent her and current or former similarly situated employees (the "Aggrieved Employees") of Headset Advisor, a California corporation, and Does 1 through 20 ("Defendants") regarding their violation of California Labor Code §§ 226.7 and 512, and Industrial Wage Commission Wage Order No. 7-2001 ("IWC No. 7").

Defendants currently or formerly employed Plaintiff and other Aggrieved Employees, who work or have worked as non-exempt, hourly, full time employees, including but not limited to Warehouse Team Members or other similarly situated positions (the "Covered Positions"). This notice formally serves to notify Defendants of Plaintiff's intent to file a PAGA action complaint against Defendants and bring causes of action for violations of the PAGA and for injunctive relief including, but not limited to claims for Defendants' failure to provide timely, labor code compliant meal breaks and for failure to pay premium pay penalties for each such meal break violations that occurred during the relevant statutory period, thus entitling Plaintiff and the Aggrieved Employees to recover civil penalties under the PAGA.

Factual Summary

Plaintiff was employed as a non-exempt, hourly, full-time warehouse worker by Defendants, working at the 3065 Kilgore Rd, Rancho Cordova, CA location from approximately April 1, 2019 until her termination on April 9, 2020.

Plaintiff's job duties included receiving and opening packages of headsets, recording inventory and sorting the products. Due to the busy workload, and pursuant to instruction from warehouse supervisors, Plaintiff and similarly situated Aggrieved Employees were frequently required to continue working past the fifth hour of labor worked, thus depriving them of their ability to take timely, labor code compliant meal breaks. At no time did the Plaintiff or the Aggrieved Employees validly waive their meal

break periods, nor did they agree to on-duty meal breaks.

Despite the regularity of these routine meal break infractions, Defendant does not and did not pay Plaintiff and the Aggrieved Employees the premium pay penalty, equal to one hour's wages at their regular hourly rates of pay, to which they are and were lawfully entitled to receive for each such meal break violation that occurred during the statutory period.

Plaintiff is informed and believes, and thereon alleges that the above-described violations are ongoing, systematic and uniform. Plaintiff intends to bring an action against Defendants under the PAGA to recover wages and penalties and for injunctive relief as provided by California law.¹

Rest/Meal Break Violations

Under Labor Code § 226.7 *“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.*

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, 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 period is not provided.”

Further, under Labor Code § 512 (a) *“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. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”*

Concerning meal breaks, IWC No. 7 Section 11 (A) provides in pertinent part, *“No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked...”*

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of § 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of § 96, § s 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of § 213, § s 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of § 226, § s 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of § 232, subdivision (c) of § 232.5, § s 233, 234, 351, 353, and 403, subdivision (b) of § 404, § s 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of § 1174, § s 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of § 1198.3, § s 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of § 1695.5, § s 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, § s 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of § 2673.1, § s 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of § 2929, and § s 3073.4, 6310, 6311, and 6399.7.

Pursuant to Labor Code §§ 226.7 and 512 and Section 11 of IWC No. 7, Plaintiff and the Aggrieved Employees are owed premium pay penalties for meal break violations that occurred during the statutory period.

Conclusion

As has been stated, during the relevant statutory period, Defendants have violated Labor Code §§ 226.7 and 512, and IWC No. 7. Accordingly, Plaintiff requests the LWDA investigate the above allegations and provide notice of the allegations under PAGA's provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that she may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Sincerely,

WHITEHEAD EMPLOYMENT LAW

A handwritten signature in blue ink, appearing to read 'J. Whitehead', is positioned above the printed name.

Jacob N. Whitehead

JNW/dlp