

Justin Lo (SBN 280102)
Justin@caworklawyer.com
WORK LAWYERS, PC
22939 Hawthorne Blvd., #202
Torrance, CA 90505
Phone: (866) 496- 7552
Fax: (424) 355-8535

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
05/06/2021 at 11:52:19 AM
By: Marina C Olivarez Fuentes, Deputy Clerk

Attorneys for Plaintiff IMELDA OCEGUERA PEREZ, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other current and former employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

IMELDA OCEGUERA PEREZ, on behalf
of herself and all others aggrieved
employees,

Plaintiff,

v.

LAWTON CONSTRUCTION &
RESTORATION, INC., a Corporation Doing
Business in California; and DOES 1- 50,
Inclusive,

Defendant,

Case No.

S-CV-0046669

REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL FINES

1. Civil Penalties under the Private Attorneys General Act (PAGA)

DEMAND FOR JURY TRIAL

1 Plaintiff, Imelda Ocegüera Perez, as a representative of the State of California and the
2 Labor and Workforce Development Agency (LWDA), and on behalf of Plaintiff and other
3 current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other aggrieved employees, to collect
7 civil penalties for Defendant's Labor Code violations.

8 2. Defendant and employer, Lawton Construction & Restoration, Inc violated
9 numerous wage and hour laws with respect to Plaintiff and other aggrieved employees by failing
10 to provide, for example: accurate and itemized wages statements, payment for all hours worked
11 (including regular wages and overtime), failure to provide a minimum wage lawful meal periods,
12 lawful rest periods, timely payment during employment, failure to reimburse for expenses
13 incurred during the course and scope of employment, and payment upon separation of
14 employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff is, and at all times herein mentioned was, a resident of the County of
18 Placer.

19 **The Defendant**

20 4. Defendant Lawton Construction & Restoration, Inc., is a corporation which, at all-
21 time relevant hereto, existing, doing business and employing individuals in the County of Placer,
22 State of California.

23 5. The true names and capacities, whether individual, corporate, associate, or
24 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
25 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
26 amend this Complaint to insert the true names and capacities of said Defendants when the same
27 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
28

1 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is
2 therefore liable to Plaintiff as alleged hereinafter.

3 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times
4 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
5 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
6 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
7 least in part within the course and scope of said agency, employment, conspiracy, joint
8 employment, alter ego status, and/or joint venture and with the permission and consent of each of
9 the other Defendants.

10 7. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
11 and each of them, including those Defendants named DOES 1-50, acted in concert with one
12 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
13 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
14 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
15 each of them, including those Defendants named as DOES 1-50, formed and executed a
16 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
17 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
18 to and actually causing Plaintiff harm.

19 8. Whenever and wherever reference is made in this Complaint to any act or failure
20 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
21 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.
22

23 **JURISDICTION AND VENUE**

24 9. Venue is proper in Placer County, because Defendants maintain its locations and
25 transacts business in this county, the obligations and liability primarily arise in this county, and
26 work was primarily performed by Plaintiff and other aggrieved employees in this county.

27 10. The California Superior Court has jurisdiction over this matter. The individual
28 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for

1 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
2 amount required for diversity removal. Further, there is no federal question at issue as the issues
3 herein are based solely on California statutes and law, including, but not limited to, the California
4 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
5 and California Rules of Court.

6 **GENERAL ALLEGATIONS**

7 11. Defendant employed Plaintiff as a cleaner from October 29, 2020 to March 16,
8 2021.

9 12. Plaintiff and Aggrieved Employee's were non-exempt hourly paid employees.

10 13. On many occasions, Plaintiff and aggrieved employees would work more than 8
11 hours per day or 40 hours per week without overtime pay.

12 14. Employer regularly did not have enough employees to provide sufficient
13 coverage to maintain their business operations so Plaintiff and similarly aggrieved employees
14 could not take complete, timely and uninterrupted meal and rest breaks.

15 15. Plaintiff and Aggrieved Employees not paid for all compensable work time due
16 to an illegal time rounding policy. In addition, Plaintiff and Aggrieved Employees were required
17 to maintain their work vehicles without compensation among duties and work tasks that were
18 not compensated by Defendants.

19 16. Plaintiff and Aggrieved Employees were also subject to an illegal deduction if
20 their work vehicles were not cleaned to the standards requested by Defendant.

21 17. Labor Code section 2699, subdivision (a), any provision of the Labor Code that
22 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
23 divisions, commissions, boards, agencies or employees for violation of the code may, as an
24 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
25 himself or herself and other current or former employees pursuant to the procedures specified in
26 Labor Code section 2699.3.

27 18. For all provisions of the Labor Code except those for which a civil penalty is
28

specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

19. Defendant's conduct during the PAGA period with respect to Plaintiff and the aggrieved employees violates numerous Labor Code sections as detailed herein.

20. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

21. At all relevant times herein, Defendant employed Plaintiff and other aggrieved employees as non-exempt employees.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and aggrieved employees were entitled to receive wages for all hours worked, including the applicable minimum, regular, and overtime wages, and that they were not receiving all wages earned for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and aggrieved employees' for all hours worked. Accordingly, Defendant failed to pay Plaintiff and aggrieved employees all earned minimum, regular, and/or overtime compensation.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and aggrieved employees were entitled to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff and aggrieved employees for late meal periods. As a result of Defendant's unlawful policy and practice, Plaintiff and aggrieved employees did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and aggrieved employees were entitled to receive all required
3 rest periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
4 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
5 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
6 of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff
7 and aggrieved employees for each rest periods was not provided or was interrupted. As a result
8 of Defendant's unlawful policy and practice, Plaintiff and aggrieved employees did not receive
9 all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved
10 employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-
11 duty rest period.

12 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that Plaintiff and certain aggrieved employees were entitled to timely
14 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
15 and certain aggrieved employees did not receive payment of all wages due, within permissible
16 time periods, upon separation of employment.

17 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
18 or should have known that Plaintiff and aggrieved employees were entitled to receive itemized
19 wage statements that accurately showed their actual hours worked, total hours worked, number
20 of hours worked at each hourly rate, gross and net wages earned, and correct employer
21 information in accordance with California law. In violation of the Labor Code, Plaintiff and
22 aggrieved employees were not provided with accurate itemized wage statements that accurately
23 reported their gross and net wages earned, total hours worked, each applicable rate of pay in
24 effect during the pay period with the corresponding number of hours worked, and the address of
25 the legal entity that is the employer, among other things.

26 27. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
27 should have known that Defendant was required to maintain accurate records of the hours
28

1 worked by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed
2 to maintain accurate records of hours worked by Plaintiff and aggrieved employees due to its
3 unfair rounding practices, among other things.

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
5 or should have known that Plaintiff and aggrieved employees were entitled to receive business
6 reimbursements for necessary expenditures incurred in connection with the performance and
7 execution of their job duties. Defendant required Plaintiff and aggrieved employees to use their
8 personal mobile phones to conduct company business. In violation of the Labor Code, Defendant
9 failed to reimburse Plaintiff and aggrieved employees for these business-related expenditures.
10

11 **FIRST CAUSE OF ACTION**

12 **(Civil Penalties Under the Private Attorneys General Act,** 13 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

14 29. By this complaint, Plaintiff brings this case as a representative action seeking
15 penalties for himself, the aggrieved employees, and the State of California in a representative
16 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
17 employee who was employed by Defendant and subject to at least one of the Labor Code
18 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
19 her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
20 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.
21

22 30. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
23 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
24 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
25 not to investigate, or after 65 days have passed without notice from the LWDA.

26 31. Prior to filing this complaint, on February 16, 2021, Plaintiff gave written notice
27 of the specific provisions alleged to have been violated, including the facts and theories to
28 support the alleged violations, as required by Labor Code section 2699.3. The written notice was

1 given via certified mail to Defendants, and the LWDA by electronically filing the notice via the
2 Department of Industrial Relations website. Plaintiff was given an LWDA case number of
3 LWDA-CM-821847-21. A true and correct copy of Plaintiff's notice to the LWDA and
4 Defendant(s), dated February 16, 2021, is attached hereto as Exhibit A.

5 32. The LWDA has not provided Plaintiff with any notice that it intends to investigate
6 the violations as alleged in Plaintiff's February 16, 2021 notice, and more than 65 calendar days
7 have elapsed since the postmark date on the notice.

8 33. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
9 of this code that provides for a civil penalty to be assessed and collected by the Labor and
10 Workforce Development Agency...for a violation of this code, may, as an alternative, be
11 recovered through a civil action brought by an aggrieved employee on behalf of himself or
12 herself and other current or former employees pursuant to the procedures specified in Section
13 2699.3."

14 34. As an aggrieved employee, Plaintiff brings this civil action to recover civil
15 penalties for Defendant's Labor Code violations.

16 **FIRST VIOLATION**

17 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

18 35. Under California Labor Code §512(a), "An employer may not employ an
19 employee for a work period of more than five hours per day without providing the employee
20 with a meal period of not less than 30 minutes, except that if the total work period per day of the
21 employee is no more than six hours, the meal period may be waived by mutual consent of both
22 the employer and employee."

23 36. Defendant violated Labor Code § 512 by failing to provide Plaintiff, and other
24 qualifying employees who worked shifts of greater than five hours, meal periods within the first
25 five hours of the shifts worked. Defendant failed to pay Plaintiff one hour's pay at Plaintiff's
26 regular rate of pay for each day Defendant failed to provide a meal period in compliance with
27 section 512.
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

37. Under California Labor Code §226.7(b), “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

39. Defendant failed to authorize and permit Plaintiff and other employee to take rest periods and mandated by the Wage Order.

41. Defendant failed to pay Plaintiff and other employees who were not provided rest periods one hour of pay at their regular rate of pay.

**(Failure to Provide Complete and Accurate Wage Statements,
in Violation of Labor Code Section 226)**

43. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

9

44. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

45. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

FIFTH VIOLATION

(Failure to Pay Minimum Wages)

46. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

47. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

SIXTH VIOLATION

(Failure to Timely Pay Wages During Employment)

48. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, an employer is required to pay its employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the

1 next regular payroll period.

2 49. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
3 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
4 Labor Code § 2699.

5 **SEVENTH VIOLATION**

6 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

7 50. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
8 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
9 201 mandates that if an employer discharges an employee, the employee's wages accrued and
10 unpaid at the time of discharge are due and payable immediately.

11 51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
12 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
13 Labor Code § 2699.

14
15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff prays for the following relief:

- 17 1. For penalties in an amount according to proof;
18 2. For reasonable attorney's fees and costs pursuant to the PAGA; and
19 3. For such other and further relief as this Court may deem just and proper.
20

21 Respectfully Submitted,

22 Dated: May 6, 2021

23 **WORK LAWYERS, PC**

24
25 By: 
26 Justin Lo, Esq.
27 Attorney for Plaintiff
28

Exhibit A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Lab. Code, § 2699.3)

DATE February 16, 2021

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Labor &
Workforce Development Agency
PAGAFilings@dir.ca.gov

Brett Lawton
Agent for Service of Process
130 Flocchini Circle
Lincoln, CA 95648

Lawton Construction
and Restoration, Inc.
Human Resources/Legal Dept.
P.O. Box 1966
Lincoln, CA 95648

SUBJECT IMELDA OCEGERA PEREZ V. LAWTON CONSTRUCTION &
RESTORATION, INC. – NOTICE OF LABOR CODE VIOLATIONS UNDER
CAL. LABOR CODE 2699.3

Dear PAGA Administrator:

This office represents Imelda Ocegera Perez (“Complainant”) in connection with claims under the California Labor Code. Complainant is a former employee of Lawton Construction & Restoration, Inc. (“Employer”). Pursuant to Labor Code section 2699.3, subdivision (a), we are

Office: (424) 355-8535
E-Mail: Justin@WorkLawyers.com
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505

providing written notice that Employer is in violation of various provisions of the California Labor Code.

Complainant intends to file a complaint against Employer in California Superior Court pursuant to Labor Code section 2699 on behalf of themselves and all aggrieved employees within the one year prior to the filing of the complaint (“Aggrieved Employees”).

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, employer is on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

If Employer intends to cure the alleged violations within the statutory time period set forth in Labor Code sections 2699 and 2699.3, subdivision (a), the employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, employee will commence a civil action pursuant to Section 2699.

The Employer

Employer and its agents own, operate, or otherwise manage a business known as Lawton Construction & Restoration, Inc. According to the California Secretary of State’s website, Employer is a business registered in California on October 6, 2006.

Employer may be contacted directly through its agent for service of process at:

Brett Lawton
Agent for Service of Process

130 Flocchini Circle
Lincoln, CA 95648

The business and mailing address listed for Employer with the California Secretary of State is as follows:

Lawton Construction and Restoration, Inc.
Human Resources/Legal Dept.
130 Flocchini Circle
Lincoln, CA 95648

Complainant believes and hereon alleges that Employer employs, at a minimum, 25 or more aggrieved employees who are non-exempt employees at its California locations at any given time. Specifically, it is believed that at any given time Employer has approximately 25 or more persons employed and working as Cleaners within California, with additional employees in other positions within California.

Factual Background

Employer employed Complainant as a Cleaner or other like positions in California. Complainant began working on or about October 29, 2020 and is still working there. Complainant's duties included cleaning up after construction, mopping the floors, wiping dust, and sweeping.

The position required Complainant to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Complainant and aggrieved employees were compensated at approximately \$13 per hour.

Complainant and aggrieved employees were regularly not paid for minimum wages and overtime for compensable work time spent under the control of Employer. Complainant and aggrieved employees were subject to an unlawful rounding policy for their compensable work time. Complainant and aggrieved employees' work time was not completely recorded as they were required to clean vehicles. Not all of Complainant and aggrieved employees' compensable work time spent under the control of Employer was accounted for and compensated.

Complainant and aggrieved employees were subject to an unlawful deduction from their pay in the form of deductions for cleaning company vehicles.

Employer failed to authorize and permit all required rest periods for Complainant and aggrieved employees because, upon information and belief, employer maintained unlawful rest period policies/practices. Employer regularly did not have enough employees to provide sufficient coverage to maintain their business operations so Complainant and aggrieved employees could not take complete, timely and uninterrupted meal and rest breaks. Employer failed to provide Complainant and aggrieved employees with an additional hour of premium pay at the regular rate of pay for each rest period violation, as required by Labor Code section 226.7.

Defendants failed to provide Complainant accurate itemized wage statements in writing.

Legal Violations

At all relevant times, Complainant and Aggrieved Employees were non-exempt employees working for Employer. At all relevant times, Complainant was an aggrieved employee as defined in Labor Code section 2699, subdivision (c). (Lab. Code, § 2699, subd. (c) [“any person who was employed by the alleged violator who was employed by the alleged violator and against whom one or more of the violations was committed”].)

Complainants employment resulted in numerous violations of the California Labor Code, including the following:

- Employer failed to keep accurate and complete time records for Complainant and Aggrieved Employees. (Lab. Code, §§ 1174, 1198, 1199; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) [“Every employer shall keep accurate information with respect to each employee including the following: . . . Time records showing when the employee begins and ends each work period.”].)
- Employer failed to pay Complainant and Aggrieved Employees for all hours worked. (Lab. Code, § 1197; *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324 [an

employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage].)

- ☐ Employer failed to pay Complainant and Aggrieved Employees at least minimum wage for all hours worked or overtime rates for overtime work. (Lab. Code, §§ 1194, 1197, 1197.1.)
- ☐ Employer failed to pay Complainant and Aggrieved Employees overtime equal to one and one-half times their regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- ☐ Employer failed to pay Complainant and Aggrieved Employees overtime equal to double their regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- ☐ Employer failed to maintain a company meal period policy compliant with California law and failed to provide Complainant and other Aggrieved Employees with proper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)
- ☐ Employer failed to properly compensate Complainant and Aggrieved Employees with an additional hour of premium pay for missed or improper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)

- ☐ Employer failed to maintain a company rest break policy compliant with California law and failed to provide Complainant and other Aggrieved Employees with proper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ☐ Employer failed to properly compensate Complainant and Aggrieved Employees with an additional hour of premium pay for missed or improper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ☐ Employer failed to properly record Complainant and Aggrieved Employees' meal periods as required by Labor Code section 1198 and applicable IWC Wage Orders (Lab. Code, § 1198; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) ["Meal periods, split shift intervals and total daily hours worked shall also be recorded."].)
- ☐ Employer failed to pay Complainant and Aggrieved Employees all wages earned by Complainant and Aggrieved Employees on at least semimonthly paydays. (Labor Code, §§ 204, subd. (a), 207.)
- ☐ Employer took improper deductions from the pay of Complainant and Aggrieved Employees. (Lab. Code, § 221–224, 2802.)
- ☐ Employer refused to make and/or falsely denied the amount of payments due to Complainant and Aggrieved Employees. (Lab. Code, § 216; see also Lab. Code, §§ 1174, 1197, 1197.1, 1198, 1199, 2699.)
- ☐ Employer intentionally and willfully failed to provide proper and accurate wage statements to employees Complainant and Aggrieved Employees. (Lab. Code, § § 226, subd. (a), 226.3, 226.6.) The deficiencies include, among other things, the failure to

correctly identify the total hours worked, the gross wages, and correct hourly rate earned by Complainant and Aggrieved Employees.

- ☐ Employer failed to provide proper notices regarding employee pay to Complainant and Aggrieved Employees. (Lab. Code, § 2810.5.)
- ☐ Employer failed to pay employees all earned and unpaid wages when they separated/separate from employment. (Lab. Code, §§ 201, 202, 203, 210.)
- ☐ Employer refused to reimburse Complainant and Aggrieved Employees for all expenses incurred during the course and scope of their employment. (Lab. Code, § 2802.)

Employer has violated the abovereferenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. Complainant and other Aggrieved Employees seek to recover those amounts.

Conclusion

Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency ("LWDA") setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code sections 2699 and 2699.3, subdivision (a), prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Commissioner or LWDA elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of herself and all other California-based non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

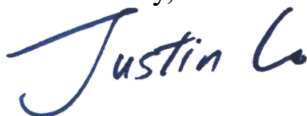
Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within **sixty (60) days** of this notice to our office and to that of other charged parties.

If you have any questions, please contact me at the phone number or address below:

Justin Lo
Work Lawyers PC
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505
Tel: (855) 670-1267
Email: Justin@WorkLawyers.com

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,



JUSTIN LO

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit www.usps.com®.

7019 1120 0001 0664 1456

POSTAL USE

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----------|
| ☐ Return Receipt (hardcopy) | \$ _____ |
| ☐ Return Receipt (electronic) | \$ _____ |
| ☐ Certified Mail Restricted Delivery | \$ _____ |
| ☐ Adult Signature Required | \$ _____ |
| ☐ Adult Signature Restricted Delivery | \$ _____ |

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Brett Lawton (Lawton Construction)
130 Flocchini Circle
Lincoln, CA 95648

2/16/21

Postmark
Here

PAGA
Notice

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit www.usps.com®.

7019 1120 0001 0664 1463

POSTAL USE

Postage and Fees
\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Lawton Construction and Restoration, Inc.
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

P.O. Box 1966
Lincoln, CA 95648

2/16/21

Postmark
Here

PAGA
Notice