

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-84002

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
6/3/2021 9:43 AM
Arlene D. Junior, Clerk of the Court
By: Branden Rasmussen, Deputy Clerk

Attorneys for Plaintiff ALEXIA RAZO-ORREGO, as representative of the State of California and the Labor and Workforce Development Agency ("LWDA"), and on behalf of herself and other current and former employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
SONOMA COUNTY

ALEXIA RAZO-ORREGO,

Plaintiff,

v.

POPPY BANK; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: SCV-268515

**REPRESENTATIVE ACTION COMPLAINT
FOR CIVIL PENALTIES**

1. Violation of PAGA for Failure to Pay Minimum Wage and Overtime Wages (of Cal. Labor Code §§ 510, 1194)
2. Violation of PAGA for Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
3. Violation of PAGA for Failure to Provide Rest Periods (Labor Code §§ 226.7, IWC Wage Order 16);
4. Violation of PAGA for Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); and
5. Violation of PAGA for Failure to Pay Wages Due at Separation of Employment (Labor Code §§ 201, 202, 203).

1 Plaintiff ALEXIA RAZO-ORREGO (“Plaintiff” or “Ms. Razo-Orrego”), as
2 representative of the State of California and the Labor and Workforce Development Agency
3 (“LWDA”), and on behalf of herself and other current and former employees, complains and
4 alleges as follows:

5 **INTRODUCTION**

6 1. This is an action brought on behalf of Plaintiff and all similarly-situated
7 employees who were subjected to one or more of the violations alleged herein by Defendant
8 POPPY BANK (“Defendant”). The terms “Relevant Time Period” or “Time Period” are defined
9 as March 26, 2020, through date of entry of judgment. Plaintiff reserves the right to amend this
10 complaint to reflect a different “Time Period” as further discovery is conducted.

11 2. Plaintiff and similarly-aggrieved employees seek civil penalties from Defendant
12 for violations of numerous Labor Code provisions, including, but not limited to, sections 201,
13 202, 203, 226, 226.7, 512, and 1174.

14 **JURISDICTION AND VENUE**

15 3. This Court has subject matter jurisdiction over the causes of action alleged in this
16 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
17 excluded from exercising subject matter jurisdiction over said causes of action. The penalties
18 recoverable for Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and
19 collectively amongst all aggrieved employees do not exceed five million dollars
20 (\$5,000,000.00).

21 4. Defendant is a California corporation doing business throughout the State of
22 California, and specifically, in Sonoma County. Plaintiff was employed by all named Defendant
23 in Sonoma County. There is no federal question at issue, as the issues herein are based solely
24 on California statutes and law, including the California Labor Code, Industrial Welfare
25 Commission (“IWC”) Wage Orders, California Code of Civil Procedure, California Business
26 and Professions Code, and California Rules of Court. By doing business in the state of
27 California, Defendant have purposefully availed themselves of the state’s jurisdiction.
28 Accordingly, as personal jurisdiction over Defendant would be constitutional, California’s long-

1 arm statute provides that California courts may exercise personal jurisdiction over Defendants.
2 (Code Civ. Pro. § 410.10.)

3 5. Venue is proper in Sonoma County, because Defendant performs business in
4 Sonoma County, and the acts set forth herein occurred in Sonoma County.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 6. Ms. Razo-Orrego began her employment with Defendant in or around September
8 2007 at Defendants' Hayward, California location. Throughout her employment, Defendant
9 controlled Plaintiff's schedule and directed her duties each day, preventing Plaintiff from
10 exercising any reasonable degree of discretion or independent judgment. Plaintiff is accordingly
11 non-exempt under California labor laws and thereby entitled to civil penalties and all other rights
12 accruing from the alleged violations described herein.

13 **B. The Defendant**

14 7. Plaintiff is informed and believes, and based thereon alleges, that Defendant
15 POPPY BANK is a California corporation and is and/or was the joint employer of Plaintiff and
16 similarly situated employees during the Relevant Time Period.

17 8. Plaintiff is ignorant of the true names, capacities, relationships and extent of
18 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
19 inclusive, but on information and belief alleges that said Defendants are legally responsible for
20 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
21 capacities of the DOE Defendant when ascertained.

22 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
25 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
26 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
27 are alter egos, joint employers and conspire with one another to increase profits by engaging in
28 the conduct described in this complaint.

1 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
2 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
3 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
4 below was acting, at least in part, within the course and scope of that authority as such agent,
5 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
6 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
7 are legally attributable to the other Defendants.

8 **PAGA ADMINISTRATIVE PREREQUISITE**

9 11. By this complaint, Plaintiff brings this case as a representative action seeking
10 penalties for the State of California in a representative capacity, as provided by the Private
11 Attorneys' General Act ("PAGA"), Labor Code sections 2698 et seq., to the extent permitted
12 by law, as an aggrieved employee who was employed by Defendant and subject to alleged
13 violations set forth in Labor Code section 2699.5.

14 12. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
15 of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA")
16 and the employer notice of the Labor Code sections alleged to have been violated, and after
17 receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed
18 without notice from the LWDA.

19 13. On March 26, 2021, Plaintiff gave written notice by certified mail to the Labor
20 and Workforce Development Agency ("LWDA") and to Defendant of the specified provisions
21 of the Labor Code alleged to have been violated, including the facts and theories that support
22 the alleged violation as required by Labor Code section 2699.3.(LWDA Case No. LWDA-CM-
23 827233-21, attached hereto as Exhibit A) As more than 65 days have passed and the LWDA
24 has not notified Plaintiff of its intent to pursue the violations described herein, Plaintiff has
25 satisfied all prerequisites necessary to filing this matter.

26 ///

27 ///

28 ///

FACTUAL ALLEGATIONS

14. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California.

15. Ms. Razo-Orrego alleges that Defendant failed to pay her and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. Specifically, Employer failed include non-discretionary bonuses in Ms. Razo-Orrego and other aggrieved employees' regular rate of pay for purposes of paying legally mandated overtime when they worked over eight (8) hours in a day or forty (40) hours in a week, which caused Ms. Razo-Orrego's overtime rate to be incorrect. (*Huntington Memorial Hospital v. Superior Court of Los Angeles*, (2005) 131 Cal.App.4th 893.) The incorrect overtime rate resulted in lost wages to Ms. Razo-Orrego and other aggrieved employees.

16. Further, Defendant unlawfully required Razo-Orrego and other aggrieved employees to work "off the clock" during meal periods and at the end of their shift, but continue to perform work duties, such as respond to calls and email.

17. Ms. Razo-Orrego further alleges that she and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to Defendant. Ms. V Razo-Orrego and other aggrieved employees worked approximately five (5) days a week, and approximately eight (8) hours per day. Ms. Razo-Orrego and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period before the start of the 6th hour of work as required by the Labor Code. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) As a result of Defendant's policy of failing to provide a "duty-free" meal period, Plaintiff and other aggrieved employees were not provided meal period in compliance with California's Labor Code When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

18. Ms. Razo-Orrego further alleges that she and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or

1 major fraction thereof, as required by the Labor Code. Ms. Razo-Orrego and other aggrieved
2 employees were generally precluded from taking rest periods due to Defendants' failure to
3 sufficiently staff shifts to provide relief and thereby allow Ms. Razo-Orrego and other aggrieved
4 employees the opportunity to take rest breaks. When employees were prevented from taking
5 rest breaks, they did not receive premium pay for the missed rest break.

6 19. Defendant provided Ms. Villanueva and other aggrieved employees with wage
7 statements that failed to include all hours worked. Further, by failing to include on Ms. Razo-
8 Orrego's and other aggrieved employees' pay stubs all rest and meal break premium wages,
9 Defendants failed to keep accurate payroll records and failed to provide Ms. Razo-Orrego and
10 other aggrieved employees with complete and accurate wage statements.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
13 **PAY ALL WAGES**

14 **(Plaintiff against All Defendants)**

15 20. Plaintiff incorporates by reference and realleges each and every allegation
16 contained above, as though fully set forth herein.

17 21. Plaintiff and other aggrieved employees regularly worked over eight (8) hours
18 per day and forty (40) hours per week. Ms. Razo-Orrego alleges that she and other aggrieved
19 employees were often precluded from taking timely and uninterrupted meal and rest breaks in
20 accordance with California law due to the nature of their work and Defendant's failure to
21 adequately staff employees. Ms. Razo-Orrego and other aggrieved employees allege that she
22 and other aggrieved employees did not receive at least one duty-free, uninterrupted meal period
23 within the first five (5) hours worked, and a second meal period before the start of the 11th hour
24 of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). When
25 employees were prevented from taking timely and complete meal periods, they did not receive
26 premium pay as compensation for the missed and or interrupted meal period.

27 22. In addition, Defendant required Ms. Razo-Orrego and other aggrieved employees
28 to work in excess of eight (8) hours, per day, by having Ms. Razo-Orrego and aggrieved

employees clock out during their meal period and at the end of their shift, but continue to perform work duties, such as respond to calls and emails.

23. Defendant has willfully violated the Cal. Labor Code by failing to pay Plaintiff and Plaintiff Class all wages. Plaintiff and other aggrieved employees were denied wages as a result of Defendant's policy of having Plaintiff and other aggrieved employees work through meal and/or rest periods. Plaintiff and other aggrieved employees allege that they were/are required by Defendant to perform work for the benefit of Defendants without compensation.

24. Plaintiff and similarly-aggrieved employees request recovery of reasonable attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the Relevant Time Period.

SECOND CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF

(Plaintiff against All Defendants)

25. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

26. Labor Code sections 226.7 and 512 and IWC Wage Order 16-2001, section 11 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes, or employ any person for a work period of more than fifteen (15) hours without a third meal period of not less than thirty (30) minutes.

27. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading

1 and/or not relieving employees from all work duties during meal periods thereby preventing
2 employees from taking legally compliant meal periods.

3 28. At all relevant times, Plaintiff and other aggrieved employees have worked shifts
4 of more than five (5) hours in a workday. At varying times relevant hereto, Plaintiff and other
5 aggrieved employees have worked shifts of more than ten (10) hours in a workday. Ms. Razo-
6 Orrego alleges that she and other aggrieved employees were often precluded from taking timely
7 and uninterrupted meal and rest breaks in accordance with California law due to the nature of
8 their work and Defendant's failure to adequately staff employees. Ms. Razo-Orrego and other
9 aggrieved employees allege that she and other aggrieved employees did not receive at least one
10 duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal
11 period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012)
12 53 Cal.4th 1004, 1041-42.). When employees were prevented from taking timely and complete
13 meal periods, they did not receive premium pay as compensation for the missed and or
14 interrupted meal period.

15 29. Plaintiff and similarly-aggrieved employees request recovery of reasonable
16 attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred
17 during the Relevant Time Period.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
20 **PROVIDE REST PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF**

21 **(Plaintiff against All Defendants)**

22 30. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
23 fully set forth herein.

24 31. Labor Code section 226.7 provides that employers authorize and permit all
25 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours,
26 or major fraction thereof.

27 32. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
28 provide and employee rest periods in accordance with this section, the employer shall pay the

1 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
2 that the rest period is not provided. Plaintiff and the Putative Class consistently worked over
3 four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

4 33. Defendants failed to reasonably make available rest breaks to Plaintiff and other
5 aggrieved employees during the Relevant Time Period.

6 34. Plaintiff and similarly-aggrieved employees request recovery of reasonable
7 attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred
8 during the Relevant Time Period.

9 **FOURTH CAUSE OF ACTION**

10 **Failure to Provide Accurate Itemized Wage Statements and Maintain Records**

11 **(Plaintiff against All Defendants)**

12 35. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
13 fully set forth herein.

14 36. Labor Code sections 226, 226.3, 1174, and 1174.5, and all applicable IWC Wage
15 Orders, provide that employers must keep records and provide employees with itemized wage
16 statements showing all hours worked and each applicable rate of pay in effect during the pay
17 period with the corresponding number of hours worked at each hourly rate.

18 37. Labor Code section 1174, subdivision (d) requires employers to keep at a central
19 location in California or at the plant or establishment at which the employees are employed,
20 payroll records showing the hours worked daily, and the wages paid to, each employee. Labor
21 Code section 226, subdivision (a) requires employers to provide employees – either as a
22 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
23 wages are paid by personal check or cash – an accurate itemized wage statement in writing
24 including specified information, including but not limited to: (1) gross wages earned; (2) total
25 hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all
26 deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is
27 paid; (7) the name of the employee and only the last four digits of his or her social security
28 number or an employee identification number other than a social security number; (8) the name

1 and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in
2 effect during the pay period and corresponding number of hours worked at each hourly rate by
3 the employee...” (Lab. Code § 226.) Labor Code section 226, subdivision (e) provides that if
4 an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the
5 gross and net wages earned, the total hours worked by the employee and the applicable hourly
6 overtime rates, causing the employee injury, then the employee is entitled to recover the greater
7 of all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars
8 (\$100) for each subsequent violation, up to four thousand dollars (\$4,000). Plaintiff is informed
9 and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and
10 Aggrieved Employees.

11 38. The IWC Wage Orders require that every employer shall keep accurate
12 information with respect to each employee, including time records showing when each
13 employee begins and ends each work periods, the total daily hours worked by each employee
14 and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff is
15 informed and believes that Defendant willfully and intentionally failed to make and/or keep
16 records which accurately reflect the hours worked by Plaintiff and other aggrieved employees.
17 Specifically, Plaintiff believes that Defendant did not maintain records for Plaintiff and other
18 aggrieved employees reflecting their time actually worked.

19 39. An employee is deemed to suffer injury if the employer fails to provide a wage
20 statement containing all of the required information set forth in Labor Code section 226,
21 subdivision (a). (Labor Code § 226(e)(2).) In addition, the omission of time worked, proper
22 rates of pay, records of missed meal and rest breaks and/or premium pay make it difficult for
23 employees to determine whether they were paid all wages due without complicated calculations
24 and/or reconstruction of records required to be maintained by the employer.

25 40. Plaintiff is informed and believe that Defendant’s failure to keep accurate payroll
26 records, as described above, violated Labor Code sections 1174(d) and 226(a), and the
27 applicable Wage Order.
28

41. Plaintiff is informed and believes that Defendant's failure to keep and maintain accurate records and information and provide to Plaintiff and other aggrieved employees itemized wage statements containing all of the information mandated by the Labor Code, as described above, was knowing and intentional, and Plaintiff and other aggrieved employees are entitled to civil penalties for each pay period in which a violation occurred.

42. Plaintiff and similarly-aggrieved employees request recovery of reasonable attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the Relevant Time Period.

FIFTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO
PAY WAGES DUE UPON TERMINATION OF EMPLOYMENT**

(Plaintiff against All Defendants)

43. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

44. Plaintiff is informed and believes, and based thereon alleges, that as part of Defendant's ongoing unfair business practices, Defendant failed to pay all employees all wages earned during their employment at the time of their separation in violation of Labor Code sections 201, 202, and 203.

45. Labor Code section 201 provides that employers are required to pay an employee whose employment is terminated by the employer all wages earned throughout their employment and unpaid immediately upon termination.

46. Labor Code section 202 requires employers to pay an employee who quits his or her employment all wages earned and unpaid no later than 72 hours thereafter.

47. Labor Code section 203 provides that when an employer who fails to pay all wages earned and due to an employee, who is discharged or quits within the appropriate timeframes set forth in sections 201 and 202, the wages of the employee shall continue as a penalty at the employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up to 30 days.

1 48. Plaintiff and similarly-aggrieved employees request recovery of reasonable
2 attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred
3 during the Relevant Time Period.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 6 1. For civil penalties according to proof;
7 2. For reasonable attorneys' fees and costs; and
8 3. For all such other and further relief as the Court may deem just and proper.

9
10 Dated: June 3, 2021

MAHONEY LAW GROUP, APC

11
12 By:

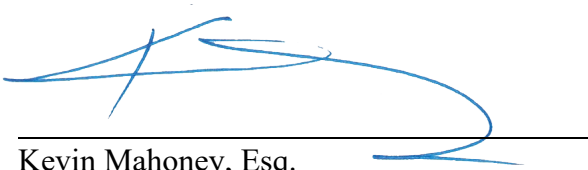
13 
14 Kevin Mahoney, Esq.
15 Attorneys for Plaintiff ALEXIA RAZO-ORREGO

EXHIBIT A



Kevin Mahoney, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kmahoney@mahoney-law.net

March 26, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGAfilings@dir.ca.gov

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2970 0000 2983 6940

Return Receipt Requested

Poppy Bank

438 First Street

Santa Rosa, CA 95401

Re: Alexia Razo-Orrego v. Poppy Bank

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Poppy Bank

From: Alexia Razo-Orrego, on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Alexia Razo-Orrego ("Ms. Razo-Orrego" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Poppy Bank (hereinafter "Employer") is a California corporation that operates multiple banking locations throughout California. Ms. Razo-Orrego began her employment with Employer in or around September 2007 until the end of her employment in or around July 2020.

Ms. Razo-Orrego alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, and 1194 by failing to pay Ms. Razo-Orrego and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide accurate wage statements, failing for adequately providing meal and rest periods, and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Ms. Razo-Orrego and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Ms. Razo-Orrego and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Ms. Razo-Orrego and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. As can be seen from Ms. Razo-Orrego's wage statements Employer failed include non-discretionary bonuses for purposes of paying legally mandated overtime when they worked over eight (8) hours in a day or forty (40) hours in a week, which caused Ms. Razo-Orrego's overtime rate to be incorrect. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). The incorrect overtime rate resulted in lost wages to Ms. Razo-Orrego and other aggrieved employees.

In addition, Employer required Ms. Razo-Orrego and other aggrieved employees to work in excess of eight (8) hours, per day, by having Ms. Razo-Orrego and aggrieved employees clock out during their meal period and at the end of their shift, but continue to perform work duties, such as respond to calls and emails.

Employer's failure to pay minimum wage and applicable overtime rates to Ms. Razo-Orrego and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194.

B. Employer failed to provide Ms. Razo-Orrego and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Ms. Razo-Orrego alleges that she and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work and Employer's failure to adequately staff employees. Ms. Razo-Orrego and other aggrieved employees allege that she and other aggrieved employees did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed and or interrupted meal period.

Ms. Razo-Orrego further alleges that she and other aggrieved employees often had to miss rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Ms. Razo-Orrego alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided and or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Ms. Razo-Orrego and other aggrieved employees compliant wage statements

By failing to include on Ms. Razo-Orrego and other aggrieved employees' pay stubs all compensation for all regular hours and overtime hours worked, Employer failed to keep accurate payroll records and failed to provide Ms. Razo-Orrego and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to pay all wages earned at the time their employment ended to Ms. Razo-Orrego and aggrieved employees

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, 203 and 204, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended. At the time of Ms. Razo-Orrego and other aggrieved employees' termination, they were entitled to receive back wages that are owed as a result of Employer's failure to include non-discretionary bonuses in Ms. Razo-Orrego and other aggrieved employees' regular rate for purposes of paying overtime as well as wages for the time worked during the meal breaks or the premiums paid in lieu of missed/interrupted breaks. However, Employer failed to pay such wages at the end of Ms. Razo-Orrego and other aggrieved employees' employment.

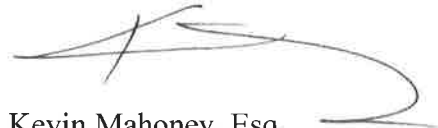
E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Razo-Orrego becomes aware of additional compensation owed or losses incurred by Ms. Razo-Orrego or by any other aggrieved employee of the Employer, Ms. Razo-Orrego expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC