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Superior Court of California
County of Los Angeles

JUN 04 2021

Sharn R. Carter, Executive Officer/Clerk of Court

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

BY FAX

13 LESLIE PEDROZA, as an aggrieved
14 employee pursuant to the Private Attorneys
15 General Act ("PAGA"), on behalf of the
16 State of California and other aggrieved
17 employees,

18 Plaintiff,

19 vs.

20 CALIFORNIA CREDIT UNION, a
21 California corporation; and DOES 1
22 through 10, inclusive,

23 Defendants.

Case No.:

21 ST CV 21653

COMPLAINT – PAGA ENFORCEMENT
ACTION

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Leslie Pedroza , as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on March 24, 2021, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the
4 transactions, occurrences, and/or violations related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Leslie Pedroza is a resident of Los Angeles, in Los Angeles County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt Banker Teller from
12 approximately May 4, 2017, to May 11, 2020. Plaintiff worked for Defendants based out of
13 their Rosenell Branch location in Los Angeles, California. Plaintiff typically worked eight (8)
14 hours or more per day, five (5) days per week, from 8:30 a.m. to 5:30 p.m. or later. Plaintiff
15 was compensated approximately \$16.85 per hour. Her job duties included, without limitation,
16 performing teller transactions such as cashing checks and conducting deposits, withdrawals,
17 and wire transfers; opening the bank vault during opening shifts; and balancing the cash
18 drawer, scanning checks, and organizing paperwork during closing shifts.

19 7. On information and belief, Defendants required some employees, including
20 Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of
21 their hire or during their employment. On further information and belief, Defendants’ dispute
22 resolution policy and/or arbitration agreement was and is both procedurally and substantively
23 unconscionable. Specifically, Defendants presented new hires with a California Credit Union
24 Arbitration Agreement (“Arbitration Agreement”), which had to be reviewed and signed
25 immediately. Also, employees did not have a meaningful opportunity to negotiate the terms
26 of the Arbitration Agreement. Rather, it was provided to Defendants’ employees for them to
27 sign on a take-it or leave-it basis. Further, Defendants did not set forth in the agreement or
28 otherwise provide employees with the rules which will govern the arbitration, instead forcing

1 employees to seek this information out on their own.

2 8. CALIFORNIA CREDIT UNION was and is, upon information and belief, a
3 California corporation, and at all times hereinafter mentioned, an employer whose employees
4 are engaged throughout this county and the State of California.

5 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
6 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
7 amend the complaint and serve such fictitiously named Defendants once their names and
8 capacities become known.

9 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
10 were the partners, agents, owners, or managers of CALIFORNIA CREDIT UNION at all
11 relevant times.

12 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, CALIFORNIA
14 CREDIT UNION and/or DOES 1 through 10 (collectively, "Defendants" or "CCU"), each
15 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
16 each of the other co-Defendants and was acting within the course and scope of such agency,
17 employment, joint venture, or concerted activity with legal authority to act on the others'
18 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
19 policy of Defendants.

20 12. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 13. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 14. Defendants provide retail banking services to California residents and operate

1 approximately 25 credit union branch locations in California. Upon information and belief,
2 Defendants maintain a single, centralized Human Resources (“HR”) department at their
3 corporate headquarters in Glendale, California, which is responsible for the recruiting and
4 hiring of new employees, and communicating and implementing Defendants’ company-wide
5 policies, including timekeeping policies and meal and rest period policies, to employees
6 throughout California.

7 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
8 information and belief, received the same standardized documents and/or written policies.
9 Upon information and belief, the usage of standardized documents and/or written policies,
10 including new-hire documents, indicate that Defendants dictated policies at the corporate level
11 and implemented them company-wide, regardless of their employees’ assigned locations or
12 positions. Upon information and belief, Defendants set forth uniform policies and procedures
13 in several documents provided at an employee’s time of hire.

14 16. Upon information and belief, Defendants maintain a centralized Payroll
15 department at their corporate headquarters in Glendale, California, which processes payroll for
16 all non-exempt, hourly paid employees working for Defendants at their various locations and
17 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
18 upon information and belief, Defendants issue the same formatted wage statements to all non-
19 exempt, hourly paid employees in California, irrespective of their work locations. Upon
20 information and belief, Defendants process payroll for departing employees in the same
21 manner throughout the State of California, regardless of the manner in which each employee’s
22 employment ends.

23 17. Defendants continue to employ non-exempt or hourly paid employees in
24 California.

25 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
27 and advisors knowledgeable about California labor and wage law, employment and personnel
28 practices, and about the requirements of California law.

1 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
2 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
3 were not recorded.

4 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive certain wages for overtime compensation and that they were not receiving certain
7 wages for overtime compensation.

8 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that other non-party Aggrieved Employees were entitled to be paid at a
10 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
11 all income derived from hazard pay, incentive pay, nondiscretionary bonuses, and/or other
12 forms of compensation, but failed to do so.

13 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive at least minimum wages for compensation and that they were not receiving at least
16 minimum wages for work that was required to be done off-the-clock. In violation of the
17 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
18 least minimum wages for work done off-the-clock.

19 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
22 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
23 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
24 other non-party Aggrieved Employees were not provided with all meal periods or payment of
25 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
26 uninterrupted, thirty (30) minute meal period.

27 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
2 payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 authorized and permitted to take a compliant rest period. In violation of the California Labor
4 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
5 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
6 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
7 pay when they were not authorized and permitted to take a compliant rest period.

8 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive complete and accurate wage statements in accordance with California law. In
11 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
12 were not provided complete and accurate wage statements.

13 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that they had a duty to maintain accurate and complete payroll records in
15 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
16 knowingly, and intentionally failed to do so.

17 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 timely payment of all wages earned upon termination of employment. In violation of the
20 California Labor Code, Plaintiff other non-party Aggrieved Employees did not receive
21 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
22 sick leave pay, and/or meal and rest period premiums, within permissible time periods.

23 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 timely payment of wages during their employment. In violation of the California Labor Code,
26 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
27 including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal
28 and rest period premiums, within permissible time periods.

1 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
4 all income derived from hazard pay, incentive pay, nondiscretionary bonuses, and/or other
5 forms of compensation, but failed to do so.

6 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive reimbursement for all business-related expenses and costs they incurred during the
9 course and scope of their employment and that they did not receive reimbursement of
10 applicable business-related expenses and costs incurred.

11 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants knew or should have known that they had a duty to compensate
13 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
14 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
15 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
16 that they were properly denied wages, all in order to increase Defendants' profits.

17 32. At all times herein set forth, PAGA provides that any provision of law under
18 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
19 assessed and collected by the LWDA for violations of the California Labor Code and
20 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
21 civil action brought on behalf of themselves and other current or former employees pursuant
22 to procedures outlined in California Labor Code section 2699.3.

23 33. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
24 person who was employed by the alleged violator and against whom one or more of the
25 alleged violations was committed."

26 34. Plaintiff and other current and former employees of Defendants are "aggrieved
27 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
28 or former employees and one or more of the alleged violations were committed against them.

1 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
3 following requirements have been met:

- 4 (a) The aggrieved employee shall give written notice by online filing
5 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
6 to the employer of the specific provisions of the California Labor Code
7 alleged to have been violated, including the facts and theories to support
8 the alleged violations.
- 9 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
10 2699.3(a) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
13 employer and the aggrieved employee by certified mail that it does not
14 intend to investigate the alleged violation within sixty (60) calendar
15 days of the postmark date of the Employee’s Notice. Upon receipt of
16 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
17 five (65) calendar days of the postmark date of the Employee’s Notice,
18 the aggrieved employee may commence a civil action pursuant to
19 California Labor Code section 2699 to recover civil penalties in addition
20 to any other penalties to which the employee may be entitled.

21 36. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
22 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
23 provision other than those listed in Section 2699.5 after the following requirements have been
24 met:

- 25 (a) The aggrieved employee or representative shall give written notice by
26 online filing to the LWDA and by certified mail to the employer of the
27 specific provisions of the California Labor Code alleged to have been
28 violated (other than those listed in Section 2699.5), including the facts

1 and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be
4 accompanied by a filing fee of seventy-five dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-three (33)
6 calendar days of the postmark date of the notice. The employer shall
7 give written notice by certified mail within that period of time to the
8 aggrieved employee or representative and the agency if the alleged
9 violation is cured, including a description of actions taken, and no civil
10 action pursuant to Section 2699 may commence. If the alleged violation
11 is not cured within the 33-day period, the employee may commence a
12 civil action pursuant to Section 2699.

13 37. On March 24, 2021, Plaintiff provided written notice by online filing to the
14 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
15 Code alleged to have been violated, including facts and theories to support the alleged
16 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
17 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
18 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
19 Plaintiff PAGA Case Number LWDA-CM-826863-21. A true and correct copy of Plaintiff's
20 written notice to the LWDA and Defendants dated March 24, 2021, is attached hereto as
21 "Exhibit 1."

22 38. As of the filing date of this complaint, over 65 days have passed since Plaintiff
23 sent the LWDA Notice described above, and the LWDA has not responded that it intends to
24 investigate Plaintiff's claims, and Defendants have not cured the violations.

25 39. Thus, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
27 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510,
28 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

1 40. Labor Code section 558(a) provides “[a]ny employer or other person acting on
2 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial Welfare
4 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
5 dollars (\$50) for each underpaid employee for each pay period for which the employee was
6 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
7 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
8 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
9 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
10 as a private attorney general, seeks assessment and collection of civil penalties under Labor
11 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
12 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
13 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
14 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
15 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
16 applicable IWC Wage Order.

17 41. Defendants, at all times relevant to this complaint, were employers or persons
18 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
19 Employees’ rights by violating various sections of the California Labor Code as set forth
20 above.

21 42. As set forth below, Defendants have violated numerous provisions of both the
22 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
23 Order.

24 43. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
25 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
26 private attorney general, seeks assessment and collection of civil penalties for herself, all other
27 non-party Aggrieved Employees, and the State of California against Defendants for violations
28 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 516,

1 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

2 **FIRST CAUSE OF ACTION**

3 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

4 **(Against all Defendants)**

5 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 45. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
8 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
9 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
10 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
11 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
12 those Labor Code sections not found in section 2699.5, including sections 246, 516, and
13 1182.12.

14 46. Defendants’ conduct, as alleged herein, violates numerous sections of the
15 California Labor Code, including, but not limited to, the following:

- 16 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
17 Wage Order for Defendants’ failure to compensate Plaintiff and other
18 non-party Aggrieved Employees with all required overtime pay and
19 failure to properly calculate the overtime rates paid to other non-party
20 Aggrieved Employees, as set forth below;
- 21 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
22 the applicable IWC Wage Order for Defendants’ failure to compensate
23 Plaintiff and other non-party Aggrieved Employees with at least
24 minimum wages for all hours worked, as set forth below;
- 25 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
26 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
27 and other non-party Aggrieved Employees with meal periods, as set
28 forth below;

- 1 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to authorize and
3 permit Plaintiff and other non-party Aggrieved Employees to take rest
4 periods, as set forth below;
- 5 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
6 IWC Wage Order for failure to provide accurate and complete wage
7 statements to Plaintiff and other non-party Aggrieved Employees, as set
8 forth below;
- 9 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
10 IWC Wage Order for failure to maintain payroll records, as set forth
11 below;
- 12 (g) Violation of Labor Code section 204 for failure to pay all earned wages
13 during employment, as set forth below;
- 14 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
15 earned wages upon termination, as set forth below;
- 16 (i) Violation of Labor Code section 246 for failure to properly calculate the
17 "regular rate" of pay upon which Plaintiff's and other non-party
18 Aggrieved Employees' sick leave rate of pay was based, as set forth
19 below; and
- 20 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other non-party Aggrieved Employees for all business expenses
22 necessarily incurred, as set forth below.

23 **FAILURE TO PAY OVERTIME**

24 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

25 47. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable wage order. California Labor Code
27 section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall
28 be the . . . standard conditions of labor for employees. The employment of any employee . . .

1 under conditions of labor prohibited by the order is unlawful.”

2 48. California Labor Code section 1198 and the applicable IWC Wage Order
3 provide that it is unlawful to employ persons without compensating them at a rate of pay
4 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
8 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
9 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
10 (40) hours in a workweek.

11 50. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
13 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
14 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
15 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

16 51. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
19 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
20 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
21 in a day on the seventh (7th) day of work.

22 52. First, during the relevant period, Defendants had, and continue to have, a
23 company-wide policy and/or practice of limiting and/or discouraging and impeding Plaintiff
24 and other non-party Aggrieved Employees from recording hours worked that were outside of
25 their scheduled shifts in order to limit the amount of overtime employees could accrue. On
26 information and belief, this limitation on overtime accrual was based on a company-wide
27 policy of staffing their locations strictly based on the labor hours or labor budget set by
28 corporate. This policy of limiting overtime, coupled with Defendants’ understaffing policy, as

1 well as the assignment of heavy workloads and sales goals (*see infra*), led Plaintiff and other
2 non-party Aggrieved Employees to work off-the-clock before and after their scheduled shift
3 times in order to complete their assigned tasks.

4 53. As a result of this restriction on overtime accrual, Defendants forced Plaintiff
5 and other non-party Aggrieved Employees to perform work off-the-clock outside of their
6 scheduled shifts. Defendants discouraged and impeded Plaintiff and other non-party
7 Aggrieved Employees from recording hours worked that were outside of their scheduled
8 shifts, upon threat of discipline for incurring unapproved overtime hours. Moreover, when
9 Plaintiff and other non-party Aggrieved Employees did not clock out at their designated shift
10 end-times, on information and belief, Plaintiff and other non-party Aggrieved Employees were
11 subject to Defendants' supervisors altering falsifying their time records in order to prevent
12 employees from accruing excessive overtime. Thus, Plaintiff and other non-party Aggrieved
13 Employees were required to work off-the-clock performing tasks before and after their
14 scheduled shifts, but were prevented from accounting for and recording this time in the
15 electronic timekeeping system.

16 54. In addition, Defendants had a practice of requiring employees to arrive early to
17 opening shifts but did not permit them to clock in before their scheduled shift start times. For
18 example, Ms. Pedroza and other non-party Aggrieved Employees were sometimes instructed
19 to arrive 30 minutes prior to the start of their scheduled shifts to perform opening duties, such
20 as checking paperwork from the previous day and reviewing checks that had been processed
21 the day before for fraud. As a further example, about 2-3 times during the first week of each
22 month, Ms. Pedroza and other non-party Aggrieved Employees would be required to clock out
23 in order to shut down the computers, but Ms. Pedroza and other non-party Aggrieved
24 Employees would continue working while clocked out for about 5 and up to 10 minutes. As a
25 result of this policy and/or practice, Ms. Pedroza and other non-party Aggrieved Employees
26 were subject to Defendants' control after they had clocked out the end of their scheduled
27 shifts but were not compensated for this time. Thus, Defendants failed to track all of this time
28 spent working before clocking in or after clocking out, and Plaintiff and other non-party

1 Aggrieved Employees received no compensation for this time.

2 55. Second, as stated, Defendants had, and continue to have, a company-wide
3 policy and/or practice of understaffing their locations while assigning heavy workloads and
4 implementing quarterly sales goals for new loans at each branch, which resulted in a failure to
5 provide other non-party Aggrieved Employees with adequate meal period coverage. On
6 information and belief, Defendants also failed to adhere to a schedule of meal periods, further
7 impeded other non-party Aggrieved Employees from taking timely, compliant meal periods.
8 For example, other non-party Aggrieved Employees would receive calls or text messages on
9 their personal cellular phones instructing them to return early from their meal period due to
10 the heavy workload, understaffing, and lack of coverage available to meet customer demand.
11 Thus, other non-party Aggrieved Employees missed meal periods and/or had meal periods cut
12 short or interrupted in order to handle their workloads.

13 56. Defendants knew or should have known that, as a result of these company-wide
14 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
15 their assigned duties off-the-clock and/or during their meal periods, and were suffered or
16 permitted to perform work for which they were not paid. Because Plaintiff and other non-
17 party Aggrieved Employees worked shifts of eight (8) hours a day or more or forty (40) hours
18 a week or more, some of this off-the-clock work qualified for overtime premium pay.
19 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages
20 for all of the overtime hours they actually worked.

21 57. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
22 correct overtime rate for the recorded overtime hours that they generated. In addition to an
23 hourly wage, Defendants paid other non-party Aggrieved Employees hazard pay, incentive
24 pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of
25 the California Labor Code, Defendants failed to incorporate all compensation, including but
26 not limited to, all hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of
27 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
28 overtime wage rate. Therefore, during times when other non-party Aggrieved Employees

1 worked overtime and received these other forms of pay, Defendants failed to pay all overtime
2 wages by paying a lower overtime rate than required.

3 58. For example, Defendants paid Plaintiff and other non-party Aggrieved
4 Employees hazard pay, incentive pay and/or nondiscretionary bonuses, which were listed on
5 Plaintiff's and other non-party Aggrieved Employees' wage statements as "Pandemic Pay,"
6 "Appreciation Pay," and "OT ON BONUS." During pay periods that other non-party
7 Aggrieved Employees were paid overtime wages, Defendants did not incorporate the hazard
8 pay, nondiscretionary bonuses and/or incentive pay into other non-party Aggrieved
9 Employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay
10 for overtime hours worked. Specifically, Defendants paid other non-party Aggrieved
11 Employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay.
12 Defendants' failure to properly calculate the overtime rates of pay based on all remuneration
13 paid has resulted in an underpayment of overtime wages to other non-party Aggrieved
14 Employees on a company-wide basis.

15 59. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
16 the balance of overtime compensation as required by California law, violates the provisions of
17 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
18 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
19 558 and/or 2699(a), (f), and (g).

20 **FAILURE TO PAY MINIMUM WAGES**

21 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

22 60. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
23 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
24 to be paid to employees, and the payment of a wage less than the minimum so fixed is
25 unlawful. Compensable work time is defined by the applicable IWC Wage Order as "the time
26 during which an employee is subject to the control of an employer, and includes all the time
27 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code.
28 Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

1 61. As stated, upon information and belief, due to Defendants’ restrictions on
2 overtime accrual, Defendants systematically failed to pay Plaintiff and other non-party
3 Aggrieved Employees for actual hours worked before and after scheduled shifts, because these
4 hours were not accurately recorded. Additionally, as set forth above, upon information and
5 belief, due to Defendants’ uniform practice of understaffing their locations, assignment of
6 heavy workloads and sales goals, failure to adhere to a schedule of meal periods, and
7 subsequent lack of meal period coverage, other non-party Aggrieved Employees were
8 impeded from taking all uninterrupted meal periods to which they were entitled and were
9 required to work off-the-clock.

10 62. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
11 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
12 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
13 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
14 1194, 1197, and 1198.

15 63. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
16 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
17 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
18 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

19 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
20 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

21 64. At all relevant times herein set forth, the applicable IWC Wage Order and
22 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff’s and
23 other non-party Aggrieved Employees’ employment by Defendants.

24 65. At all relevant times herein set forth, California Labor Code section 512(a)
25 provides that an employer may not require, cause, or permit an employee to work for a period
26 of more than five (5) hours per day without providing the employee with a meal period of not
27 less than thirty (30) minutes, except that if the total work period per day of the employee is
28 not more than six (6) hours, the meal period may be waived by mutual consent of both the

1 employer and the employee. Under California law, first meal periods must start after no more
2 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

3 66. At all relevant times herein set forth, California Labor Code section 226.7,
4 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
5 meal period mandated by an applicable order of the IWC.

6 67. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and
7 1198, and the applicable IWC Wage Order also require employers to provide a second meal
8 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
9 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
10 the total hours worked is no more than twelve (12) hours, the second meal period may be
11 waived by mutual consent of the employer and the employee only if the first meal period was
12 not waived.

13 68. As stated, Defendants had, and continue to have, a company-wide policies
14 and/or practices of understaffing their locations, while simultaneously assigning heavy
15 workloads, implementing sales goals, and discouraging employees from incurring overtime,
16 which resulted in a lack of meal period coverage and prevented non-party Aggrieved
17 Employees from taking all timely, uninterrupted meal periods to which they were entitled.
18 Additionally, Defendants failed to adhere to a schedule of meal periods, resulting in other
19 non-party Aggrieved Employees having their meal periods interrupted to return to work or
20 waiting extended periods of time before taking meal periods, due to the workload and pressure
21 to meet sales goals without incurring overtime. For example, as described above, other non-
22 party Aggrieved Employees' meal periods were cut short or interrupted because Defendants'
23 management would call or send text messages to their personal cellular phones asking them to
24 return early from their meal periods.

25 69. As a result of Defendants' policies and/or practices, other non-party Aggrieved
26 Employees were forced to work in excess of five (5) hours before taking a meal period, and, at
27 times, had their meal periods interrupted and/or had to forgo their meal periods altogether.
28 For example, other non-party Aggrieved Employees would take their meal periods after their

1 fifth hour of work when their branch was trying to meet its sales goals or keep up with
2 customer traffic. These policies and practices discouraged and impeded other non-party
3 Aggrieved Employees from taking compliant meal periods.

4 70. Moreover, Defendants did not provide other non-party Aggrieved Employees
5 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
6 one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
7 waivers on days that they were entitled to meal periods and were not relieved of all duties.

8 71. Furthermore, Defendants had a company-wide policy of requiring all newly
9 hired employees to sign blanket meal period waivers at or near their time of hire. Defendants
10 took the position that non-exempt, hourly paid employees had waived their rights to first and
11 second meal periods for the entirety of their employment and, on that basis, did not provide
12 them with all meal periods to which they were entitled. Specifically, Defendants' "Meal
13 Period Waiver Agreements" form provides that the waiver remains in effect until the
14 employee provides Defendants with written notice of his or her decision to revoke.
15 Defendants' company-wide use of blanket meal period waivers signed at or near the time of
16 hire and imposition on employees to revoke the waivers in writing, discouraged and impeded
17 other non-party Aggrieved Employees from taking all meal periods to which they were
18 entitled. And, Defendants' presumption that second meal periods would not be provided for
19 shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket meal period
20 waivers discouraged other non-party Aggrieved Employees from taking second meal periods.

21 72. Defendants knew or should have known that as a result of their policies, other
22 non-party Aggrieved Employees were not actually relieved of all duties to take timely,
23 uninterrupted meal periods. Defendants further knew or should have known that they did not
24 pay other non-party Aggrieved Employees meal period premiums when they were missed,
25 late, short, and/or interrupted.

26 73. Furthermore, Defendants engaged in a company-wide practice and/or policy of
27 not paying meal period premiums owed when compliant meal periods were not provided.
28 Because of this practice and/or policy, other non-party Aggrieved Employees have not

1 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the
2 extent that Defendants did pay meal period premium pay for missed, late, and interrupted
3 meal periods, Defendants did not pay other non-party Aggrieved Employees at the correct rate
4 of pay for premiums because Defendants systematically failed to include all forms of
5 compensation, such as hazard pay, incentive pay, nondiscretionary bonuses, and/or other
6 forms of remuneration, in the regular rate of pay.

7 74. Thus, Defendants failed to provide other non-party Aggrieved Employees
8 compliant meal periods and failed to pay the full meal period premiums due. Defendants'
9 conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7,
10 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore
11 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
12 (g).

13 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
14 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

15 75. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
17 non-party Aggrieved Employees' employment by Defendants.

18 76. At all relevant times, the applicable IWC Wage Order provides that "[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof" unless the total daily work time is less than three and one-half
23 (3 ½) hours.

24 77. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. To comply with its obligation to authorize and permit rest
27 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
28 employer must "relinquish any control over how employees spend their break time, and

1 relieve their employees of all duties—including the obligation that an employee remain on
2 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
3 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

4 78. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
6 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
7 required rest period was not authorized and permitted.

8 79. During the relevant time period, Defendants regularly failed to authorize and
9 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
10 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
11 Defendants’ policies and/or practices of understaffing and assigning heavy workloads and
12 sales goals prevented Plaintiff and other non-party Aggrieved Employees from being relieved
13 of all duty in order to take compliant rest periods. Defendants also failed to schedule rest
14 periods, which, coupled with Defendants’ failure to provide adequate rest period coverage,
15 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and
16 permitted to take rest periods.

17 80. Additionally, on information and belief, during the relevant time period,
18 Defendants maintained and implemented a company-wide practice and/or policy requiring that
19 Plaintiff and other non-party Aggrieved Employees remain on the work premises during their
20 rest periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
21 leaving the premises during rest periods, they were denied the ability to use their rest periods
22 freely for their own purposes, such as running personal errands. Thus, Defendants effectively
23 maintained control over Plaintiff and other non-party Aggrieved Employees during rest
24 periods, and, as a result of this rest period policy, Defendants did not relinquish control over
25 Plaintiff and other non-party Aggrieved Employees during rest periods.

26 81. As a result of Defendants’ practices and policies, Plaintiff and other non-party
27 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
28 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they

1 were entitled. Throughout her employment, Plaintiff missed her rest periods due to
2 understaffing and the heavy workload, and rarely took any rest periods. On the few occasions
3 when Plaintiff was able to take a rest period, her supervisor would ask her to return early to
4 help manage the customer line.

5 82. Defendants also have engaged in a company-wide practice and/or policy of not
6 paying all rest period premiums owed when compliant rest periods are not authorized or
7 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
8 Employees have not received premium pay for all missed rest periods. Alternatively, to the
9 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
10 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
11 Employees at the correct rate of pay for premiums because Defendants failed to include all
12 compensation, such as hazard pay, incentive pay, nondiscretionary bonuses, and/or other
13 forms of remuneration in the regular rate of pay.

14 83. Defendants' conduct violates the applicable IWC Wage Order and California
15 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
16 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
17 558 and/or 2699(a), (f), and (g).

18 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
19 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

20 84. At all relevant times herein, California Labor Code section 226(a) provides that
21 every employer shall furnish each of his or her employees an accurate and complete itemized
22 wage statement in writing, including, but not limited to, the name and address of the legal
23 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
24 applicable rates of pay.

25 85. During the relevant time period, Defendants have knowingly and intentionally
26 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
27 inaccurate wage statements. For example, Defendants issued uniform wage statements to
28 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages

1 earned; total hours worked; net wages earned; the address of the legal entity that is the
2 employer; and all applicable hourly rates in effect during the pay period, including overtime
3 rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically,
4 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

5 86. First, because Defendants did not record the time Plaintiff and other non-party
6 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
7 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees,
8 in compliance with section 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
9 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
10 Employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of
11 pay in effect during the pay period and the corresponding accurate number of hours worked at
12 each hourly rate, in violation of section 226(a)(9).

13 87. Second, because Defendants did not calculate Plaintiff's and other non-party
14 Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages
15 and/or paid sick leave, Defendants did not list the correct amount of gross wages earned by
16 Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
17 did not list the correct amount of net wages earned by Plaintiff and other non-party Aggrieved
18 Employees in violation of section 226(a)(5). Defendants also failed to correctly list all
19 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
20 overtime and paid sick leave, in violation of section 226(a)(9).

21 88. Third, and separate from these violations, Defendants issued uniform wage
22 statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list
23 the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
24 section 226(a)(8) is to provide California employees with transparency as to the true identity
25 of their employer, to allow the employee to contact their employer during employment in the
26 future for various reasons, including filing an administrative claim, judicial claim, or other
27 action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff's
28 and other Aggrieved Employees' wage statements incorrectly list the employer's address as

1 “701 N Brand Blvd, Glendale, CA 91203”, but, according to the California Secretary of
2 State’s website, Defendants’ address is “701 N Brand Blvd., **Suite 700**, Glendale, CA 91203.”

3 89. The wage statement deficiencies also include, without limitation, failing to list
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
5 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
6 only the last four digits of his or her social security number or an employee identification
7 number other than a social security number; failing to list the name of the legal entity that is
8 the employer; failing to list the inclusive dates of the period for which aggrieved employees
9 were paid; and/or failing to state all hours worked as a result of not recording or stating hours
10 worked off-the-clock.

11 90. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or
17 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
18 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
19 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
20 as a result of failing to record the off-the-clock hours that they worked.

21 91. California Labor Code section 1198 provides that the maximum hours of work
22 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
23 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
24 employment of any employees for longer hours than those fixed by the order or under
25 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
26 Wage Order, employers are required to keep accurate time records showing when the
27 employee begins and ends each work period and meal period. During the relevant time
28 period, Defendants engaged in company-wide practices and/or policies of failing to record

1 actual hours worked, and thereby failed to keep accurate records of work period and meal
2 period start and end times for Plaintiff and other non-party Aggrieved Employees in violation
3 of section 1198. Furthermore, in light of Defendants' failure to provide other non-party
4 Aggrieved Employees with second 30-minute meal periods to which they were entitled,
5 Defendants kept no records of meal start and end times for second meal periods.

6 92. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
7 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
8 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

9 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

10 **VIOLATION OF LABOR CODE SECTION 204**

11 93. At all relevant times herein set forth, California Labor Code section 204
12 requires that all wages earned by any person in any employment between the 1st and the 15th
13 days, inclusive, of any calendar month, other than those wages due upon termination of an
14 employee, are due and payable between the 16th and the 26th day of the month during which
15 the labor was performed. Labor Code section 204 further provides that all wages earned by
16 any person in any employment between the 16th and the last day, inclusive, of any calendar
17 month, other than those wages due upon termination of an employee, are due and payable
18 between the 1st and the 10th day of the following month.

19 94. At all relevant times herein, California Labor Code section 204 also requires
20 that all wages earned for labor in excess of the normal work period shall be paid no later than
21 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
22 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
23 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
24 more than seven (7) calendar days following the close of the payroll period.

25 95. During the relevant time period, Defendants willfully failed to pay Plaintiff and
26 other non-party Aggrieved Employees all wages due to them within any time period specified
27 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
28 wages, sick leave pay, and/or meal and rest period premiums.

1 96. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
2 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY WAGES UPON TERMINATION**

4 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

5 97. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
6 that if an employer discharges an employee, the wages earned and unpaid at the time of
7 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
8 her employment, his or her wages shall become due and payable not later than seventy-two
9 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
10 his or her intention to quit, in which case the employee is entitled to his or her wages at the
11 time of quitting.

12 98. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
13 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
14 above, including but not limited to, overtime wages, minimum wages, sick leave pay, and/or
15 meal and rest period premiums, either at the time of discharge, or within seventy-two (72)
16 hours of their leaving Defendants' employ.

17 99. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
18 who are no longer employed by Defendants their wages earned and unpaid at the time of
19 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
20 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
21 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
22 2699(a), (f), and (g).

23 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY**

24 **VIOLATION OF LABOR CODE SECTION 246**

25 100. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
26 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
27 days from the commencement of employment with paid sick days, to be accrued at least one
28 hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4),

1 employers must provide no less than 24 hours or three (3) days of paid sick leave (or
2 equivalent paid leave or paid time off) in each year of the employee's employment. Further,
3 Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using
4 one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in
5 the same manner as the regular rate of pay for the workweek in which the employee uses paid
6 sick time, whether or not the employee actually works overtime in that workweek[;]" or 2)
7 "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's
8 total wages, not including overtime premium pay, by the employee's total hours worked in the
9 full pay periods of the prior 90 days of employment."

10 101. During the relevant time period, Defendants did not pay Plaintiff and other non-
11 party Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an
12 hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees hazard pay,
13 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in
14 violation of the California Labor Code, Defendants failed to incorporate all remunerations,
15 including hazard pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of
16 the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times
17 when Plaintiff and other non-party Aggrieved Employees took sick leave and received these
18 other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick
19 leave rate than required. Specifically, Defendants paid Plaintiff and other non-party
20 Aggrieved Employees sick leave based on their hourly rate of pay instead of their regular rate
21 of pay. For example, during the pay periods ending April 24, 2020, and May 8, 2020, Plaintiff
22 took 16.00 and 8.00 hours of sick leave, respectively, and earned hazard pay during those pay
23 periods. However, Defendants paid Plaintiff's sick leave rate based on her hourly rate of
24 \$16.60 instead of her regular rate of pay.

25 102. Defendant's failure to properly calculate the sick leave rates of pay based on all
26 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
27 non-party Aggrieved Employees in violation of California Labor Code 246(l). Plaintiff and
28 other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant

1 to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 103. At all times herein set forth, California Labor Code section 2802 provides that
5 an employer must reimburse employees for all necessary expenditures and losses incurred by
6 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
7 to prevent employers from passing off their cost of doing business and operating expenses on
8 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
9 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen the
10 employer requires the use of tools or equipment or they are necessary to the performance of a
11 job, such tools and equipment shall be provided and maintained by the employer, except that
12 an employee whose wages are at least two (2) times the minimum wage may provide and
13 maintain hand tools and equipment customarily required by the particular trade or craft."

14 104. First, during the relevant time period, Defendants had a company-wide policy
15 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
16 vehicles to carry out company business, such as attending mandatory company meetings,
17 promotional events, seminars and/or business trips at off-site locations, but failed to reimburse
18 them for all costs of travel, including mileage. For example, approximately four (4) times in
19 2020, Plaintiff was forced to drive her personal vehicle to attend mandatory company
20 seminars and/or promotional events which were held at locations approximately 30-45
21 minutes away from her home, but was not reimbursed for her mileage or travel expenses.
22 Thus, although Defendants required Plaintiff and other non-party Aggrieved Employees to use
23 their own personal vehicles to fulfill their job duties, Defendants did not reimburse them for
24 their mileage and travel expenses.

25 105. Second, Plaintiff and other non-party Aggrieved Employees were required to
26 use their personal cellular phones to carry out their job duties, but Defendants failed to
27 reimburse them for the costs of their work-related cellular phone expenses. For example,
28 Plaintiff would use her personal cellular phone to converse with her managers via text

1 messages about operating company equipment during promotional events. As another
2 example, as stated above, Defendants' management called and sent text messages to other
3 non-party Aggrieved Employees to ask them to return to work during their meal and rest
4 periods. Although Defendants required Plaintiff and other non-party Aggrieved Employees to
5 utilize their personal cellular phones to carry out their work-related responsibilities,
6 Defendants failed to reimburse them for these costs.

7 106. Defendants could have provided Plaintiff and other non-party Aggrieved
8 Employees with the actual tools for use on the job, such as company phones or company
9 vehicles to be used for fulfilling work-related tasks, or, Defendants could have reimbursed
10 employees for the costs of their cellular phone usage, mileage, and travel expenses. Instead,
11 Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved
12 Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
13 wage.

14 107. Defendants' company-wide policy and/or practice of passing on their operating
15 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
16 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
17 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

18 **REQUEST FOR JURY TRIAL**

19 Plaintiff requests a trial by jury.

20 **PRAYER FOR RELIEF**

21 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
22 judgment against Defendants, jointly and severally, as follows:

23 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
24 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

25 **As to the First Cause of Action**

26 2. That the Court declare, adjudge and decree that Defendants violated the
27 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
28 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,

1 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
2 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
3 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
4 statements and maintain accurate payroll records); 201, 202, and 203 (by failing to timely pay
5 all earned wages upon termination); 204 (by failing to timely pay all earned wages during
6 employment); 246 (by failing to properly calculate sick leave rates of pay); and 2802 (by
7 failing to reimburse business expenses).

8 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
9 248.5, 256, 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code
10 sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194,
11 1197, 1198, and 2802;

12 4. For attorneys' fees and costs pursuant to California Labor Code section
13 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
14 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
15 1182.12, 1194, 1197, 1198, and 2802;

16 5. For pre-judgment and post-judgment interest as provided by law; and

17 6. For such other and further relief as the Court may deem equitable and
18 appropriate.

19
20 Dated: June 16, 2021

Respectfully submitted,

21 Capstone Law APC

22
23 By: 
24 Bevin Allen Pike
25 Orlando Villalba
26 Helga Hakimi
27 Roxanna Tabatabaeepour

28 Attorneys for Plaintiff Leslie Pedroza

EXHIBIT “1”

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

March 24, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Leslie Pedroza v. California Credit Union*

Dear PAGA Administrator:

This office represents Leslie Pedroza in connection with her claims under the California Labor Code. Ms. Pedroza was an employee of CALIFORNIA CREDIT UNION ("CCU").

The employer may be contacted directly at the addresses below:

CALIFORNIA CREDIT UNION
701 N. BRAND BLVD., SUITE 700
GLENDALE, CA 91203

CALIFORNIA CREDIT UNION
P O BOX 29100
GLENDALE CA 91209-9971

Ms. Pedroza intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Pedroza seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CCU in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CCU employed Ms. Pedroza as a non-exempt, hourly paid Bank Teller from approximately May 4, 2017 to May 11, 2020. Ms. Pedroza worked for CCU at its Rosenell Branch location in Los Angeles, California. She typically worked eight (8) hours or more per day, and five (5) or more days per week. Her primary job duties included, without limitation, performing teller transactions such as cashing checks and conducting deposits, withdrawals, and wire transfers; opening the bank vault during opening shifts; and balancing the cash drawer, scanning checks, and organizing paperwork during closing shifts.

CCU has committed one or more of the following Labor Code violations against Ms. Pedroza, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California

Labor Code section 2699(c):¹

CCU's Company-Wide and Uniform Payroll and HR Practices

CCU is a California state chartered credit union with its principal office in Glendale, California. CCU provides retail banking services to California residents and operates 25 credit union branch locations in California. Upon information and belief, CCU maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Glendale, California, for all non-exempt, hourly paid employees working for CCU in California, including Ms. Pedroza and other aggrieved employees. At all relevant times, CCU issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Pedroza and other aggrieved employees, regardless of their location or position.

Upon information and belief, CCU maintains a centralized Payroll department at its corporate headquarters in Glendale, California, which processes payroll for all non-exempt, hourly paid employees working for CCU in California, including Ms. Pedroza and other aggrieved employees. Further, CCU issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Pedroza and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CCU utilized the same methods and formulas when calculating wages due to Ms. Pedroza and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CCU willfully failed to pay all overtime wages owed to Ms. Pedroza and other aggrieved employees. During the relevant time period, Ms. Pedroza and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

¹ These facts, theories, and claims are based on Ms. Pedroza's experience and counsel's review of those records currently available relating to Ms. Pedroza's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Pedroza reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

First, CCU had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Pedroza and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with CCU's assignment of heavy workloads and sales goals (*see infra*), led Ms. Pedroza and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. CCU had a practice of requiring employees to arrive early to opening shifts but did not permit them to clock in before their scheduled shift start times. For example, Ms. Pedroza and other aggrieved employees were sometimes instructed to arrive 30 minutes prior to the start of their scheduled shifts to perform opening duties, such as checking paperwork from the previous day and reviewing checks that had been processed the day before for fraud. As a further example, about 2-3 times during the first week of each month, Ms. Pedroza and other aggrieved employees would be required to clock out in order to shut down the computers, but Ms. Pedroza and other aggrieved employees would continue working while clocked out for about 5-10 minutes. As a result of this policy and/or practice, Ms. Pedroza and other aggrieved employees were subject to CCU's control after they had clocked out the end of their scheduled shifts but were not compensated for this time.

Moreover, on information and belief, CCU engaged in a policy and/or practice of altering time records at the discretion of management. For example, CCU's management would adjust Ms. Pedroza's and other aggrieved employees' time records and delete time recorded past their scheduled shifts to avoid having to pay overtime wages. As a result of CCU's policy and/or practice, Ms. Pedroza and other aggrieved employees were not paid overtime for all overtime hours incurred.

Second, CCU had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads and implementing quarterly sales goals for new loans at each branch, which resulted in a failure to provide other aggrieved employees with adequate meal period coverage. On information and belief, CCU also failed to adhere to a schedule of meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, other aggrieved employees would receive calls or text messages on their personal cellular phones instructing them to return early from their meal period due to the heavy workload, understaffing, and lack of coverage available to meet customer demand. Thus, other aggrieved employees missed meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

CCU knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Pedroza and other aggrieved employees were performing their assigned duties off-the-clock and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Pedroza and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Pedroza and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, CCU did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CCU paid other aggrieved employees hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CCU failed to incorporate all compensation, including hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CCU failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, CCU paid Ms. Pedroza and other aggrieved employees hazard pay, incentive pay and/or nondiscretionary bonuses, which were listed on Ms. Pedroza's and other aggrieved employees' wage statements as "Pandemic Pay," "Appreciation Pay," and "OT ON BONUS." During pay periods that other aggrieved employees were paid overtime wages, CCU did not incorporate the hazard pay, nondiscretionary bonuses and/or incentive pay into other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CCU paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. CCU's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to other aggrieved employees on a company-wide basis.

CCU's failure to pay Ms. Pedroza and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510, 515(d), and 1198. Ms. Pedroza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As stated, due to CCU's restrictions on overtime accrual, CCU systematically failed to pay Ms. Pedroza and other aggrieved employees for actual hours worked before and after scheduled shifts, because these hours were not accurately recorded. Additionally, as set forth above, due to CCU's uniform practices of understaffing its locations, assignment of heavy workloads and sales goals, failure to adhere to a schedule of meal periods, and subsequent lack of meal period coverage, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Thus, CCU did not pay minimum wages for all hours worked by Ms. Pedroza and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CCU did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CCU regularly failed to pay at least minimum wages to Ms. Pedroza and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Pedroza and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

As stated, CCU had, and continues to have, company-wide policies and/or practices of understaffing its locations, which, combined with assigning heavy workloads and sales goals, discouraging employees from incurring overtime, and failing to adhere to a schedule of meal periods, resulted in a lack of meal period coverage and prevented other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, as described above, other aggrieved employees' meal periods were cut short or interrupted because CCU's management would call or send text messages to their personal cellular phones asking them to return early from their meal periods. As a further example, other aggrieved employees would take their meal periods after their fifth hour of work when their branch was trying to meet its sales goals or keep up with customer traffic.

In addition, during the relevant time period, other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Ms. Pedroza and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, CCU had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. CCU took the position that non-exempt, hourly paid employees had waived their rights to first and second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Specifically, CCU's "Meal Period Waiver Agreements" form provides that the waiver remains in effect until the employee provides CCU with written notice of his or her decision to revoke. CCU's company-wide use of blanket meal period waivers signed at or near the time of hire and imposition on employees to revoke the waivers in writing, discouraged and impeded other aggrieved employees from taking all meal periods to which they were entitled. And, CCU's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours but

less than twelve (12) hours due to blanket meal period waivers discouraged other aggrieved employees from taking second meal periods.

CCU knew or should have known that as a result of its policies, Ms. Pedroza and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CCU further knew or should have known that it did not pay Ms. Pedroza and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

CCU also has engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that CCU did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CCU did not pay other aggrieved employees at the correct rate of pay for premiums because CCU systematically failed to include all forms of compensation, such as hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CCU failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CCU regularly failed to authorize and permit Ms. Pedroza and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CCU's company-wide practices, including understaffing while assigning heavy workloads and sales goals, prevented Ms. Pedroza and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, CCU failed to schedule rest periods at all, which, coupled with CCU's failure to provide adequate rest period

coverage, further led to Ms. Pedroza and other aggrieved employees not being authorized and permitted to take rest periods.

Additionally, on information and belief, during the relevant time period, CCU maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Pedroza and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Pedroza and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CCU effectively maintained control over Ms. Pedroza and other aggrieved employees during rest periods.

As a result of CCU's practices and policies, Ms. Pedroza and other aggrieved employees worked shifts in excess of 3.5 hours and in excess of 6 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Pedroza rarely took any rest periods. On the few occasions when she was able to take a rest period, her supervisor would ask her to return early to help manage the customer line.

CCU also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Pedroza and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CCU did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CCU did not pay other aggrieved employees at the correct rate of pay for premiums because CCU failed to include all forms of compensation, such as hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CCU failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Pedroza and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CCU has not provided Ms. Pedroza and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CCU has knowingly and intentionally provided Ms. Pedroza and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CCU issued uniform wage statements to Ms. Pedroza and other aggrieved employees that fail to

correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, CCU violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because CCU did not record the time Ms. Pedroza and other aggrieved employees spent working off-the-clock, CCU did not list the correct amount of gross wages and net wages earned by Ms. Pedroza and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, CCU failed to accurately list the total number of the hours worked by Ms. Pedroza and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because CCU did not calculate Ms. Pedroza's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or paid sick leave, CCU did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). CCU also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, CCU issued uniform wage statements to Ms. Pedroza and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Ms. Pedroza's and other aggrieved employees' wage statements incorrectly list the employer's address as "701 N Brand Blvd, Glendale, CA 91203", but, according to the California Secretary of State's website, CCU's address is "701 N Brand Blvd., Suite 700, Glendale, CA 91203." *See example paystub below.*

California CREDIT UNION	
Employer Name:	California Credit Union
Employer Phone:	800-334-8788
Employer Address:	701 N. Brand Blvd. Glendale, CA 91203
Employee Name:	Leslie Pedroza
Employee #:	[REDACTED]
Employee Address:	[REDACTED]
Department:	1010-Rosenell Branch
Check Date:	5/11/2020
Pay Period:	5/3/2020 - 5/16/2020
Check #:	05789-2
Pay Frequency:	Bi-Weekly
Federal Filing Status:	[REDACTED]
Federal Exemptions:	[REDACTED]
State Filing Status:	[REDACTED]
State Exemptions:	[REDACTED]

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the correct name of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which

employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CCU willfully failed to maintain accurate payroll records for Ms. Pedroza and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CCU failed, on a company-wide basis, to keep accurate records of work period and meal period start and end times for Ms. Pedroza and other aggrieved employees in violation of section 1198. Furthermore, in light of CCU’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CCU kept no records of meal start and end times for second meal periods.

Because CCU failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Pedroza and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Pedroza and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Pedroza and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CCU failed to pay Ms. Pedroza and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, sick leave pay,

and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Pedroza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

CCU willfully failed to pay Ms. Pedroza and other aggrieved employees who are no longer employed by CCU the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premiums either at the time of discharge, or within seventy-two (72) hours of their leaving CCU's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Pedroza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Unpaid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, CCU did not pay Ms. Pedroza and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, CCU paid Ms. Pedroza and other aggrieved employees hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CCU failed to incorporate all remunerations, including hazard pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Ms. Pedroza and other aggrieved employees took sick leave and received these other forms of pay, CCU failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, CCU paid Ms. Pedroza and other aggrieved employees sick leave based on

their hourly rate of pay instead of their regular rate of pay. For example, during the pay periods ending April 24, 2020, and May 8, 2020, Ms. Pedroza took 16.00 and 8.00 hours of sick leave, respectively, and earned hazard pay during those pay periods. However, CCU paid Ms. Pedroza's sick leave rate based on her hourly rate of \$16.60 instead of her regular rate of pay.

CCU's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Pedroza and other aggrieved employees on a company-wide basis in violation of Labor Code 246(l). Ms. Pedroza and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, CCU had a company-wide policy of requiring Ms. Pedroza and other aggrieved employees to utilize their own personal vehicles to carry out company business, such as attending mandatory company meetings, promotional events, seminars and/or business trips at off-site locations, but failed to reimburse them for all costs of travel, including mileage. For example, approximately four (4) times in 2020, Ms. Pedroza was forced to drive her personal vehicle to attend mandatory company seminars and/or promotional events which were held at locations approximately 30-45 minutes away from her home, but was not reimbursed for her mileage or travel expenses. Thus, although CCU required Ms. Pedroza and other aggrieved employees to use their own personal vehicles to fulfill their job duties, CCU did not reimburse them for their mileage and travel expenses.

Further, Ms. Pedroza and other aggrieved employees were required to use their personal cellular phones to carry out their job duties, but CCU failed to reimburse them for the costs of their work-related cellular phone expenses. For example, Ms. Pedroza would use her personal cellular phone to converse with her managers via text messages about operating company equipment during promotional events. As another example, as stated above, CCU's management called and sent text messages to Ms. Pedroza and other aggrieved employees to ask them to return to work during their meal and rest periods. Although CCU required Ms. Pedroza and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, CCU failed to reimburse them for these costs.

CCU could have provided Ms. Pedroza and other aggrieved employees with the actual tools for use on the job, such as company vehicles and phones, or could have reimbursed employees for the costs of their cellular phone usage, mileage, and travel. Instead, CCU passed these operating costs off onto Ms. Pedroza and other aggrieved employees. At all relevant times, Ms. Pedroza did not earn at least two (2) times the minimum wage.

Thus, CCU had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Pedroza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” CCU, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Pedroza's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Pedroza seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Pedroza, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against CCU for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Pedroza seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Pedroza's reasonable attempt to settle her dispute with CCU prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CCU of Ms. Pedroza's aforementioned grievances and the proposed remedies as detailed below, while affording CCU a reasonable opportunity to satisfy Ms. Pedroza's demands.

Demand is hereby made that CCU shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CCU shall pay Ms. Pedroza and all other aggrieved employees employed by CCU at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CCU shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.

3. CCU shall conduct a survey or interview all current and former aggrieved employees in California who worked for CCU in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for personal cellular phone expenses, travel, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CCU shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CCU also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CCU shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CCU's benefit, including, but not limited to, costs of cellular phone and travel expenses, as required by Labor Code section 2802.
6. CCU shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. CCU shall provide Ms. Pedroza and all aggrieved employees employed by CCU at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. CCU shall properly calculate aggrieved employees' overtime and sick leave rates of pay based on all remuneration paid, pursuant to Labor Code sections 510 and 246(l).
9. CCU shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. CCU shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No 4-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Anthony Castillo

Copy: CALIFORNIA CREDIT UNION (via U.S. Certified Mail)



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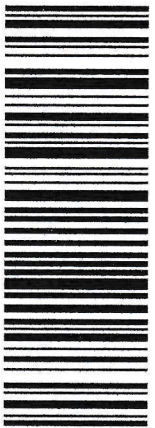
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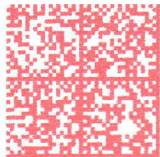
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☐ Addressee

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If YES, enter delivery address below: ☐ No

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