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April 29, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGAfiling@dir.ca.gov

VIA U.S. MAIL & CERTIFIED MAIL#

Return Receipt Requested

Ralphs-Pugh Co. Inc.
Human Resources/Legal Dept.
3931 Oregon Street
Benicia, CA 94510

William G Pugh
Agent for Service of Process
547 Morecroft Drive
Lafayette, CA 94549

Re: Maria Villa v. Ralphs-Pugh Co. Inc.

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

To: California Labor and Workforce Development Agency; Ralphs-Pugh Co. Inc.

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

Factual Statement

Please note that this firm, Work Lawyer, PC, represents the interests of Ms. Maria Villa ("Ms. Villa" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

Please also be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1), and 2699.3, subdivision (c)(1), and may lead to action against Ralphs-Pugh Co. Inc. ("RPC" or "Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all offices, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Ralphs-Pugh Co. Inc. (“RPC” or “Employer”) is a California corporation, operating facilities manufacturing conveyor rollers and components, and distributing the same throughout California, including Los Angeles County. Ms. Villa was employed by Employer as an hourly, non-exempt employee.

Ms. Villa alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 by failing to provide Ms. Villa and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Ms. Villa and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one (1) year prior to the filing of a complaint alleging a PAGA cause of action.

A. RPC Failed to Provide Ms. Villa and other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in lieu thereof, in accordance with California law.

Ms. Villa alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Ms. Villa and other aggrieved employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Ms. Villa and other aggrieved employees to continue working throughout their meal periods. Further, Ms. Villa and other aggrieved regularly worked in excess of ten (10) hours, however were not provided a second timely, uninterrupted duty-free meal period. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Moreover, Employer had an auto-deduct policy for meal periods when Ms. Villa and other aggrieved employees did not leave the premises during their meal breaks. Employer utilized this auto-deduct policy regardless of whether Ms. Villa and/or other aggrieved employees actually took a meal period, or received a late or missed meal period. Such a policy failed to accurately and precisely illustrate the true record of Ms. Villa and other aggrieved employees’ meal breaks. On instances when Ms. Villa and other aggrieved employees left the premises during their meal breaks, Employer required Ms. Villa and other aggrieved employees to clock in and out. However, notwithstanding the foregoing, Employer failed to keep actual and accurate time records for which Ms. Villa and other aggrieved employees spent taking meal breaks. Instead, Employer routinely utilized a rounding policy to round time punches for Ms. Villa and other aggrieved employees’ meal periods. For example, Employer would systematically round the time punches to the nearest

ten (10) minute increment. In these instances, Ms. Villa and other aggrieved employees did not receive a meal premium, even though the actual meal period taken by Ms. Villa and other aggrieved employees were substantially less than thirty (30) minutes. Due to Employer's rounding policy, Ms. Villa and other aggrieved employees did not receive proper premiums for meal periods that were shortened or delayed.

Ms. Villa further alleges that he and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Ms. Villa and other aggrieved employees were generally precluded from taking rest periods due to Employer's failure to sufficiently staff shifts to provide relief and thereby allow Ms. Villa and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Ms. Villa alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and The Industrial Welfare Commission Order No. 1 ("Wage Order 1").

B. RPC Failed to Pay Ms. Villa and Other Aggrieved Employees for All Hours Worked, in Accordance with California Law, Including Both Minimum Wage and Overtime

Employer failed to pay Ms. Villa and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. Specifically, Ms. Villa and other aggrieved employees worked shifts in excess of eight (8) hours per day, all hours worked, but not compensated were required to be compensated at a rate of at least one-and-a-half times each employee's base rate of pay. To the extent such hours exceeded twelve (12) in one day or eight (8) on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee's base rate of pay.

Further, Employer either compensated Ms. Villa and aggrieved employees for overtime and double time hours worked at their regular rate of pay despite having worked in excess of up to and over twelve (12) hours per workday and in excess of eight (8) hours on the seventh consecutive day of work in a workweek, or would simply not compensate for hours worked in excess of ten (10) hours per workday. In addition, Employer maintained a common practice of rounding time recorded by Ms. Villa and other aggrieved employees at regular fifteen (15) minute increments to the detriment of Mr. Villa and other aggrieve employees. Moreover, Ms. Villa and other aggrieved employees received non-discretionary bonuses, However Employer did not include in the regular rate of pay the non-discretionary bonuses for purposes of calculating Ms. Villa and other aggrieved employees' overtime rate of pay.

Employer's failure to pay minimum wage and applicable overtime rates to Ms. Villa and other aggrieved employees, as well as rounding time recorded, and failure to include the non-discretionary bonus in the regular rate when calculating overtime, as detailed above, is actionable under PAGA as a violation of Labor Code sections 221, 510, 1182.12, 1194, 1194.2, 1197, 1197.1,

1198, and the applicable IWC Wage Orders.

C. RPC Failed to Provide Ms. Villa and Other Aggrieved Employees Compliant Wage Statements, and Failed to Pay all Wages Earned at the Time Their Employment Ended

Employer further failed to maintain complete and accurate payroll records and failed to provide Ms. Villa and other aggrieved employees with complete and accurate wage statements. Specifically, Ms. Villa and other aggrieved employees received wage statements that failed to include all rest and meal break premiums earned per pay period, compensation for actual hours worked, total hours worked, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned. This conduct is in violation of Labor Code sections 226, 226.3, 1174 and 1174.5 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. Reservation of Rights

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

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

WORK LAWYERS, PC
Berkeh Alemzadeh, Esq
22939 Hawthorne Blvd., Suite 202
Telephone: (424) 355-8535
Facsimile: (424) 355-8335
Email: beyonca@caworklawyer.com

Sincerely,

A handwritten signature in blue ink, appearing to be 'Berkeh Alemzadeh', written over a horizontal line.

Berkeh Alemzadeh, Esq.
WORK LAWYERS, PC