

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

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County of Santa Clara,
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Case #21CV380800
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CRISTINA GUZMAN, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

RANDSTAD US, LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 21CV380800

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Penalties Pursuant to Labor Code § 203
4. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff CRISTINA GUZMAN, an individual, on behalf of herself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”),
4 complains of Defendant RANDSTAD US, LLC (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382, and Labor Code §2699, et seq., on behalf of Plaintiff and a Proposed Class defined as:

9 All persons who are employed or have been employed as an hourly
10 employee by Randstad US, LLC, in the State of California who were
11 assigned to work at Advoque since four (4) years prior to the filing
of this action to the present. (“Proposed Class”)

12 2. From at least four (4) years prior to the filing of this action continuing to the present,
13 Defendant has had a consistent policy of failing to pay wages and/or overtime for all hours worked
14 at the proper rate to all Proposed Class Members.

15 a. Plaintiff and the Proposed Class members were not properly compensated
16 for wages/overtime at the appropriate rate of pay because Plaintiff and the Proposed Class
17 members were required to undergo security checks when entering and leaving the Advoque
18 facility. Plaintiff and the Proposed Class members were also required to undergo temperature
19 checks when entering the Advoque facility. This time spent waiting to undergo and actually
20 undergoing a security check and/or temperature check was “clocked out” and as such, Plaintiff and
21 the Proposed Class were not compensated at the appropriate rate of pay for this time worked.

22 b. Defendant has a policy of rounding the time for meal periods taken by
23 Plaintiff and all Proposed Class members, depriving them of wages owed to them for all hours
24 worked. Defendant's unlawful time rounding policy consisted of rounding the time for Plaintiff
25 and all Proposed Class members instead of paying the employees for the actual hours they worked.
26 As a result, Plaintiff and all Proposed Class members were forced to work on a regular and
27 consistent basis without receiving compensation for all hours worked at the proper rate.

28 3. From at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
2 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members
3 within the State of California, including Plaintiff, to work at least five (5) hours without being
4 provided a compliant 30 minute meal period. Defendant has failed to pay such employees one (1)
5 hour of pay at the employees' regular rate of compensation for each workday that a compliant meal
6 period is not provided as required by California state wage and hour laws.

7 4. For at least three (3) years prior to the filing of this action continuing to the present,
8 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
9 the Proposed Class.

10 5. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
11 pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199; Wage Order 1-2001;
12 and California Code of Regulations, Title 8, Section 11010, seeking unpaid wages/overtime, meal
13 period penalties, other penalties, injunctive and other equitable relief, and reasonable attorneys'
14 fees and costs.

15 6. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
16 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
17 PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed
18 below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved
19 employees presently or formerly employed by Defendant during the liability period as defined in
20 their PAGA notice letter (*see* Exhibit "1"), brings this representative action pursuant to Labor Code
21 §2699, et seq. seeking penalties for Defendant's failure to pay all wages and/or overtime, failure
22 to provide lawful meal periods, and failure to pay all wages due at the time of termination.

23 **II.**

24 **JURISDICTION AND VENUE**

25 7. This Court has subject matter jurisdiction over all causes of action asserted herein
26 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
27 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
28 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the

1 State of California or is subject to adjudication in the courts of the State of California.

2 8. This Court has personal jurisdiction over Defendant because Defendant has caused
3 injuries in the County of Santa Clara and the State of California through their acts, and by their
4 violation of the California Labor Code, California state common law, and California Business &
5 Professions Code § 17200, *et seq.*

6 9. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
7 Civil Procedure § 395. Defendant operates within California and does business within Santa Clara
8 County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class
9 Members within the State of California and the county of Santa Clara.

10 10. This case should be classified as complex according to Rule 3.400 of the California
11 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
12 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
13 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
14 require substantial post judgment judicial supervision.

15 **III.**

16 **PARTIES**

17 **A. PLAINTIFF**

18 11. Plaintiff CRISTINA GUZMAN is a resident of California.

19 12. Plaintiff and all Proposed Class Members, were regularly required to:

20 a. Work without being paid for all hours at the appropriate overtime rate;

21 b. Work without being provided lawful meal periods;

22 13. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members
23 for wages at the termination of their employment with Defendant.

24 14. Plaintiff and all aggrieved employees as defined in her notice letter to the LWDA
25 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
26 §2699(c).)

27 ///

28 ///

B. DEFENDANTS

15. Defendant RANDSTAD US, LLC is believed to be a Delaware corporation operating within the State of California. Defendant's corporate address is believed to be 3625 CUMBERLAND BLVD STE 600, ATLANTA, GA 30339. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

16. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class Members.

18. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class. Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

19. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees who work as hourly employees who are paid on an hourly basis.

20. Upon information and belief, Plaintiff and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal. Code of Regs. § 11010).

21. On a regular and consistent basis, Plaintiff and the Proposed Class Members were not paid for all hours worked at the proper rate of compensation. Defendant failed to pay Plaintiff and all Proposed Class members at the appropriate rate of pay for all hours spent undergoing security and/or temperature checks. In addition, as a result of Defendant's unlawful meal rounding policy, Defendant has failed to pay Plaintiff and the Proposed Class wages for all time worked at the appropriate rate of pay.

22. Defendant failed to provide Plaintiff and all Proposed Class Members a thirty (30) minute uninterrupted meal break within the first five (5) hours of work. Defendant failed to compensate Plaintiff and all Proposed Class Members for one (1) hour of pay at the regular rate of compensation for each workday that a compliant meal period was not provided or provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take meal periods by way of a lawful policy.

23. Defendant willfully failed to pay wages and compensation, when Plaintiff and all Proposed Class Members quit or were discharged. This failure was willful, without legal justification, and interfered with Plaintiff's and Class Members' rights.

24. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

V.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on behalf of herself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a proposed class composed of and defined as follows:

All persons who are employed or have been employed as an hourly employee by Randstad US, LLC, in the State of California who were assigned to work at Advoque since four (4) years prior to the filing of this action to the present. ("Proposed Class")

1 26. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
2 amend or modify the class description with greater specificity, by division into subclasses, or by
3 limitation to particular issues.

4 27. This action has been brought and may properly be maintained as a class action
5 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
6 community of interest in the litigation and the Proposed Classes are easily ascertainable.

7 **A. NUMEROSITY**

8 28. The potential members of the Proposed Class as defined are so numerous that
9 joinder of all the members of the Proposed Class is impracticable. While the precise number of
10 proposed Class Members has not been determined at this time, Plaintiff is informed and believes
11 that Defendant currently employ, and during the relevant time periods employed over 50 members
12 of the Proposed Class.

13 29. Plaintiff alleges that Defendant's employment records would provide information
14 as to the number and location of all Proposed Class Members. Joinder of all members of the
15 Proposed Class is not practicable.

16 **B. COMMONALITY**

17 30. There are questions of law and fact common to the Proposed Class that predominate
18 over any questions affecting only individual Proposed Class Members. These common questions
19 of law and fact include, without limitation:

20 a. Whether Defendant failed to pay wages and/or overtime compensation as
21 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

22 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1-
23 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
24 of their right to take meal periods, failing to provide required meal periods throughout the term of
25 employment, and failing to compensate said employees one (1) hours wages in lieu of rest periods;

26 c. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
27 compensation due and owing at the time that any Proposed Class Member's employment with
28 Defendant terminated;

1 d. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
2 acts alleged herein.

3 **C. TYPICALITY**

4 31. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
5 all members of the Proposed Class sustained injuries and damages arising out of and caused by
6 Defendant's common course of conduct in violation of laws, regulations that have the force and
7 effect of law, and statutes as alleged herein.

8 **D. ADEQUACY OF REPRESENTATION**

9 32. Plaintiff will fairly and adequately represent and protect the interests of the
10 members of the proposed Class.

11 33. Counsel who represent Plaintiff and the Proposed Class are competent and
12 experienced in litigating large employment class actions.

13 **E. SUPERIORITY OF CLASS ACTION**

14 34. A class action is superior to other available means for the fair and efficient
15 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
16 practicable, and questions of law and fact common to the Proposed Class predominate over any
17 questions affecting only individual members of the Proposed Class. Each member of the Proposed
18 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
19 practice of failing to pay all wages due, failing to provide meal periods, and failing to pay all wages
20 upon resignation or termination.

21 35. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
24 action that would preclude its maintenance as a class action.

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26 ///

27 ///

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

5 **LABOR CODE §§ 510, 1194, AND 1199**

6 36. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
7 reference all previous paragraphs.

8 37. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
9 employees at the rate of no less than one and one-half times the regular rate of pay for any work
10 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
11 workweek.

12 38. Plaintiff and the Proposed Class were forced to work on a regular and consistent
13 basis without receiving compensation for all hours worked at the proper rate thereby depriving
14 them of all of the wages owed to them.

15 39. Plaintiff and the Proposed Class are routinely required to undergo security checks
16 when entering and leaving the Advoque facility. This time spent was “clocked out” and as such,
17 Plaintiff and the Proposed Class were not compensated at the applicable rate of pay for all hours
18 worked.

19 40. Plaintiff and the Proposed Class are routinely required to undergo temperature
20 checks when entering the Advoque facility. This time spent was “clocked out” and as such,
21 Plaintiff and the Proposed Class were not compensated at the applicable rate of pay for all hours
22 worked.

23 41. Defendant had a policy of rounding the time for meal periods taken by Plaintiff and
24 all members of the Proposed Class depriving them of all of the wages owed to them. Defendant’s
25 unlawful meal rounding policy consisted of rounding the time for Plaintiff and all members of the
26 Proposed Class instead of paying the employees for the actual hours they worked. Defendant’s
27 time rounding policy is unlawful because it does not properly compensate employees for all time
28 actually worked. As a result, Plaintiff and all members of the Proposed Class were forced to work

1 on a regular and consistent basis without receiving compensation for all hours worked at the proper
2 rate.

3 42. By their policy of requiring Plaintiff and members of the Proposed Class to work
4 without being paid all wage at the appropriate rate of pay, Defendant willfully violated the
5 provisions of Labor Code §§ 510, 1194 and 1199.

6 43. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
7 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
8 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
9 costs.

10 **VII.**

11 **SECOND CAUSE OF ACTION**

12 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

13 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

14 **LABOR CODE § 226.7 AND LABOR CODE § 512**

15 44. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
16 reference all previous paragraphs.

17 45. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
18 compensation for each meal period the employer fails to provide. Employees are entitled to a first
19 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
20 first five (5) hours of the shift. Defendant failed to maintain a policy informing Plaintiff and the
21 Proposed Class of these rights.

22 46. Defendant has maintained an unlawful meal rounding policy wherein it rounded
23 time for an employee's meal break regardless of whether a lawful meal period was actually
24 provided under California law. Defendant routinely failed to provide Plaintiff and the Proposed
25 Class with meal periods of at least thirty (30) minutes in length.

26 47. Pursuant to Labor Code § 226.7, Plaintiff and the Class are entitled to damages in
27 an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at
28 trial.

1 **VIII.**

2 **THIRD CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

4 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

5 48. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
6 reference all previous paragraphs.

7 49. Numerous members of the Proposed Class including the Plaintiff are no longer
8 employed by Defendant. They were either fired or quit Defendant's employ.

9 50. Defendant's failure to pay wages, as alleged above was willful in that Defendant
10 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
11 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
12 penalty until paid for a period of up to thirty (30) days from the time they were due.

13 51. Defendant has failed to pay Plaintiff and others a sum certain at the time of
14 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
15 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
16 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
17 Members' daily wage multiplied by thirty (30) days.

18 **IX.**

19 **FOURTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

21 52. Plaintiff, on behalf of herself and all aggrieved employees, realleges and
22 incorporates by reference all previous paragraphs.

23 53. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
24 seeks penalties under Labor Code § 2699, et seq use of Defendant's violation of Labor Code §§
25 201, 202, 203, 226.7, 510, 512, 1194, and 1199; Wage Order 1-2001; and California Code of
26 Regulations, Title 8, Section 11010, which call for civil penalties.

27 54. For each such penalty, Plaintiff and the aggrieved employees are entitled to
28 penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

55. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

56. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant RANDSTAD US, LLC's entity address, which is 3625 Cumberland Blvd Ste 600, Atlanta, GA 30339, as proscribed by the Code on April 28, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199. (*see* Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2").

57. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' hourly wage for each compliant meal period Defendant failed to provide from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

4. An award of prejudgment and post judgment interest;

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 5. An order enjoining Defendant and its agents, servants, and employees, and all
2 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
3 overtime, meal periods, and wages upon termination/resignation pursuant to Labor Code §§ 201,
4 202, 203, 226.7, 510, 512, 1194, 1199, and IWC 1-2001;

5 6. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
6 Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and Wage Order 1-2001;

7 7. An award providing for payment of costs of suit;

8 8. An award of attorneys' fees; and

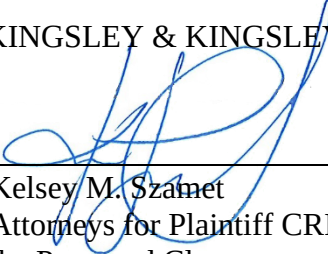
9 9. Such other and further relief as this Court may deem proper and just.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

12
13 DATED: July 2, 2021

KINGSLEY & KINGSLEY, APC

14
15 By: 

Kelsey M. Szamet

Attorneys for Plaintiff CRISTINA GUZMAN and
the Proposed Class

EXHIBIT "1"



April 28, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

RANDSTAD US, LLC
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

Re: CRISTINA GUZMAN v. RANDSTAD US, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents CRISTINA GUZMAN (“Plaintiff”) and a proposed group of current and former employees working for RANDSTAD US, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by RANDSTAD US, LLC, in the State of California who were assigned to work at Advoque since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of (8) eight hours in one workday and any work in excess of forty (40) hours in any one workweek.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees at the appropriate rate of pay. Plaintiff and all aggrieved employees were required to undergo security checks when entering and leaving the Advoque facility. Plaintiff and all aggrieved employees were also required to undergo temperature checks when entering the Advoque facility. This time spent waiting to undergo and actually undergoing a security check and/or temperature check was “clocked out” and as such, Plaintiff and all aggrieved employees were not compensated at the appropriate rate of pay for this time worked.

Additionally, Defendant has a policy of rounding the time for meal periods for Plaintiff and all aggrieved employees depriving them of all of the wages owed to them. Defendant's unlawful time rounding policy consisted of rounding the meal period time for Plaintiff and all aggrieved employees instead of paying the employees for the actual hours they worked. Defendant's time rounding policy is unlawful because it does not properly compensate employees for all hours actually worked. As a result, Plaintiff and all aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate.

In addition, Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant thirty (30) meal periods. Defendant has maintained an unlawful meal rounding policy wherein it rounded time for an employee's meal break regardless of whether a lawful meal period was actually provided under California law. This rounding policy was unlawful and did not account for whether the employees took meal periods of less than thirty minutes. Defendant routinely failed to provide Plaintiff and all aggrieved employees with meal periods of at least thirty (30) minutes in length failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that a compliant meal period was not provided within the first (5) hours of the shift.

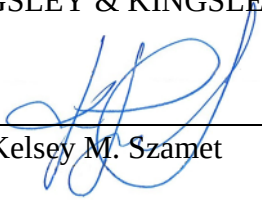
Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. RANDSTAD US, LLC via USPS Certified Mail # 7018 1130 0001 5815 0232

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Cristina Guzman

Plaintiff/Aggrieved Employee Occupation *

Factory Worker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

RANDSTAD US, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

3625 CUMBERLAND BLVD STE 600

Employer City

ATLANTA

Employer State

Georgia



Employer Zip/Postal Code

30339

Employer Industry *

Other



Employer Industry for "Other" *

executive search services

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

service@kingsleykingsley.com

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter – ...d US, LLC.pdf

Other Attachment – (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, April 28, 2021 10:29 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

4/28/2021

LWDA Case No. LWDA-CM-830572-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Cristina Guzman
Employer: RANDSTAD US, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, April 28, 2021 10:30 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-830572-21
Order Number: ORD-000103771
Total:\$75.00
Card Type: 
Date: 4/28/2021

Billing Information
Name: Eric Kingsley
Email: service@kingsleykingsley.com
Billing Address:
16133 Ventura Blvd., Ste 1200
Encino, California
91436