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March 29, 2021

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

Full Steam Staffing LLC
c/o National Registered Agents, Inc.
818 West Seventh Street, Suite 930
Los Angeles, California 90017

BY CERTIFIED MAIL

Pacific Rim Fisheries, Inc.
Pete Guglielmo
3331 Baseline Ave
Santa Ynez, California 93460

Re: *Sylvia Sandoval v. Full Steam Staffing, LLC/Pacific Rim Fisheries, Inc.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.*, Sylvia Sandoval (“Sandoval”) provides notice on behalf of herself and on behalf of all similarly situated current and former employees in California (“aggrieved employees”) of Full Steam Staffing, LLC (“Full Steam”) and Pacific Rim Fisheries, Inc. (“Pacific Rim”) (collectively referred to as “Defendants”) who were hired directly by Defendant and/or any staffing agencies and/or any third parties for alleged violations of Labor Code sections 202, 203, 204, 223, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198 and 1199.

As a staffing company employer, Full Steam employed Sandoval and matched her to work at Pacific Rim. Sandoval was employed to work in the packaging department at Pacific Rim from approximately October 2019 to May 2020. Sandoval was contracted through Full Steam. At all relevant times, Defendants employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

At Pacific Rim, Sandoval was typically stationed at the fishing sorting machine line where she would sort the fish into buckets and extract any “bad” fish. At times, Sandoval was tasked with

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stacking 25lb – 30lb frozen boxes of fish onto pallets. Sandoval and the aggrieved employees were joint employees of Pacific Rim and Full Steam.

Pacific Rim maintained significant control over Sandoval and the aggrieved employees' working conditions in the following ways.

First, Pacific Rim set the work hours and pay structure for Sandoval and the aggrieved employees. Sandoval and the aggrieved employees needed to clock in and out every shift and got paid hourly. Pacific Rim expressly dictated the starting and ending times for Sandoval and each aggrieved employees shift. Sandoval and the aggrieved employees were required to report to Pacific Rim's facility to work.

Second, Pacific Rim had the power to train, discipline, supervise, and fire Sandoval and the aggrieved employees. Sandoval was required to undergo a brief training at the Pacific Rim warehouse under the supervision of a Pacific Rim employee. Moreover, Sandoval and the aggrieved employees dealt with Pacific Rim managerial and supervisory staff on a daily basis.

Third, Sandoval and the aggrieved employees used Pacific Rim's tools and instrumentalities to perform their duties and made no investment in the equipment or materials used to perform their work for Pacific Rim. Pacific Rim provided Sandoval with tools, but Sandoval was required to bring her own rubber boots.

Also, the work performed by Sandoval and the aggrieved employees required no specialized skill. Furthermore, the work performed by Sandoval and the aggrieved employees, sorting and packaging the fish, is part of the regular business of Pacific Rim.

Despite Pacific Rim's characterization to the contrary, at all relevant times, Sandoval and the aggrieved employees have been employees of Pacific Rim and, as such, have been entitled to the protections of the California Labor Code and Wage Order.

Similarly, as the nominal employer, Full Steam is liable for ensuring that all employees were receiving their meal and rest breaks, and that policies were in place to ensure that all hours worked were recorded and paid. Sandoval and other aggrieved employees made complaints about various wage and hour violations to Full Steam, however, Full Steam took no actions to remedy the situation. Accordingly, as employees of Full Steam, Sandoval and the aggrieved employees have been entitled to the protections of the California Labor Code and Wage Order.

Sandoval and aggrieved employees are "employees" within the meaning of Section 2 of the applicable Welfare Commission Order ("the Wage Order") and "aggrieved employees" within the meaning of Labor Code § 2699(c). At all relevant times, Sandoval and aggrieved employees have been non-exempt employees entitled to the full protections of both the Labor Code and the Wage Order.

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As set forth below, Full Steam and Pacific Rim failed to comply with the Labor Code sections as described herein below. Accordingly, Sandoval now seeks civil penalties for Full Steam and Pacific Rim's alleged violations of the Labor Code.

Notice Pursuant to California Labor Code § 2810.3

California Labor Code § 2810.3 provides that a company using a third party to supply its workers "shall share ... all civil legal responsibility and civil liability" for any unlawful failure to pay "wages." This law applies to companies that use third parties as a source of workers in the "usual course of business" at their premises or worksites. Lab. Code § 2810.3.

Pacific Rim recruited Sandoval and other aggrieved employees to work at its facilities and perform work within its usual course of business, including sorting fish and transferring boxes onto pallets. Pursuant to this labor code section, Sandoval provides notice that she intends to file suit against Pacific Rim for failure to pay wages.

Failure to Provide Meal Periods **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

Labor Code § 204 provides that all wages (except as provided for under Labor Code §§ 201–202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that 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.

Labor Code § 223 states,

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

In relevant part, Section 2 of the Wage Order states,

"Hours worked" means 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.

In relevant part, Labor Code § 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

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In relevant part, Labor Code § 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

In relevant part, Section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code § 226.7 states:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of

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pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Pacific Rim failed to provide Sandoval and the aggrieved employees with a meal break policy, failed to properly schedule meal periods, failed to advise them of their right to take a second meal period when they worked shifts of ten hours or more, and failed to provide legally required premium wages when meal periods were not provided.

Furthermore, due to the workload and pressure to get the job done, Sandoval and the aggrieved employees were often required to work through their meal periods or until the factory line was cleared of the fish. Sandoval and the aggrieved employees would often work shifts in excess of six hours without receiving a first or second meal period.

Due to such policies and practices, Sandoval and the aggrieved employees were routinely denied uninterrupted, duty-free meal periods of at least 30 minutes while employed by Pacific Rim.

As the staffing employer, Full Steam is liable for ensuring that all employees were receiving their meal and rest breaks, and that policies were in place to ensure that all hours worked were recorded and paid. Sylvia and other aggrieved employees had complained to Full Steam on multiple occasions regarding these violations. Despite Full Steam being on notice of these violations, Full Steam took no actions to remedy the situation.

In addition, at times when Sandoval and the aggrieved employees were not timely provided with a meal period, Pacific Rim failed to pay them legally required premium wages. These failures result, in part, from policies and practices that lack adequate safeguards to ensure that employees are relieved of all duty for meal periods and are paid additional wages when meal periods are not provided.

Sandoval and the aggrieved employees were not subject to valid on-duty meal period agreements with Pacific Rim or Full Steam. California law requires that meal period waivers be documented in a written agreement that is voluntarily signed by both the employee and employer. The written agreement must state that the employee may, in writing, revoke the agreement at any time. 8 Cal. Code Regs. § 11040(11). Sandoval and the aggrieved employees did not execute lawful meal period waivers in accordance with California law.

Accordingly, Sandoval now seeks civil penalties for these Labor Code violations that Full Steam and Pacific Rim has committed against her and aggrieved employees as follows:

1. For all initial violations of Labor Code § 204, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 210);
2. For all subsequent violations of Labor Code § 204, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 210).

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3. For all initial violations of Labor Code § 223 that are deemed to be neither willful nor intentional, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 225.5);
4. For all initial violations of Labor Code § 223 that are deemed to be either willful or intentional, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 225.5);
5. For all subsequent violations of Labor Code § 223, regardless of whether the initial violation of Labor Code § 223 is deemed to be either willful or intentional, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 225.5);
6. For all initial violations of Labor Code §§ 226.7 and 1198, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 2699(f)(2));
7. For all subsequent violations of Labor Code §§ 226.7 and 1198, \$200.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 2699(f)(2));
8. For all initial violations of Labor Code § 512, \$50.00 for each aggrieved employee per pay period for each violation (Labor Code § 558(a)(1)-(2)); and
9. For all subsequent violations of Labor Code § 512, \$100.00 for each aggrieved employee per pay period for each violation (Labor Code § 558(a)(1)-(2)).

Failure to Provide Rest Periods
(Lab. Code §§ 204, 223, 226.7, and 1198)

Labor Code § 204 provides that all wages (except as provided for under Labor Code §§ 201–202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that 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.

Labor Code § 223 states,

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

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In relevant part, Section 2 of the Wage Order states,

“Hours worked” means 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.

In relevant part, Labor Code § 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

In addition, Labor Code § 226.7 states:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.

Pacific Rim did not provide Sandoval and the aggrieved employees with written policies that advised them of their legal rights to take rest periods in accordance with California law. As a

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result of these policies and practices, Pacific Rim failed to provide Sandoval and the aggrieved employees with net rest periods of at least ten minutes for each four hour work period, or major portion thereof, and have failed to pay them premium wages at their regular rates of pay on workdays they failed to provide them with required rest periods. Sandoval and the aggrieved employees would work shifts in excess of ten hours without receiving any rest breaks. Pacific Rim's policies and practices lack adequate safeguards to ensure that employees are relieved of their duties for all required rest periods and are paid additional wages when rest periods are not provided.

Furthermore, Full Steam as the staffing agency, failed to provide any written policies that would be enforced at Sandoval or other aggrieved employee's jobsite, including but not limited to, Pacific Rim.

Accordingly, Sandoval now seeks civil penalties for these Labor Code violations that Pacific Rim and Full Steam has committed against her and aggrieved employees as follows:

1. For all initial violations of Labor Code § 204, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 210);
2. For all subsequent violations of Labor Code § 204, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 210);
3. For all initial violations of Labor Code § 223 that are deemed to be neither willful nor intentional, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 225.5);
4. For all initial violations of Labor Code § 223 that are deemed to be either willful or intentional, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 225.5);
5. For all subsequent violations of Labor Code § 223, regardless of whether the initial violation of Labor Code § 223 is deemed to be either willful or intentional, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 225.5);
6. For all initial violations of Labor Code §§ 226.7 and 1198, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 2699(f)(2)); and

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7. For all subsequent violations of Labor Code §§ 226.7 and 1198, \$200.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 2699(f)(2)).

Failures to Pay Hourly and Overtime Wages
(Lab. Code §§ 204, 223, 510, 1194, 1197, and 1198)

Labor Code § 204 provides that all wages (except as provided for under Labor Code §§ 201–202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that 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.

Labor Code § 223 states,

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

In relevant part, Section 2 of the Wage Order states,

“Hours worked” means 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.

In relevant part, Section 4 of the Wage Order states,

(A) Every employer shall pay to each employee wages not less than seven dollars and fifty cents (\$7.50) per hour for all hours worked, effective January 1, 2007, and not less than eight dollars (\$8.00) per hour for all hours worked, effective January 1, 2008[.]

...

(B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

In relevant part, Labor Code § 1194 states,

(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

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In relevant part, Labor Code § 1197 states,

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

In relevant part, Labor Code § 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

In relevant part, Section 3 of the Wage Order states,

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000).

Accordingly, Sandoval now seeks civil penalties for these Labor Code violations that Full Steam and Pacific Rim has committed against her and aggrieved employees as follows:

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1. For all initial violations of Labor Code § 204, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 210);
2. For all subsequent violations of Labor Code § 204, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 210);
3. For all initial violations of Labor Code § 223 that are deemed to be neither willful nor intentional, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 225.5);
4. For all initial violations of Labor Code § 223 that are deemed to be either willful or intentional, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 225.5);
5. For all subsequent violations of Labor Code § 223, regardless of whether the initial violation of Labor Code § 223 is deemed to be either willful or intentional, \$200.00 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code § 225.5);
6. For all initial violations of Labor Code § 510, \$50.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 558(a)(1)-(2));
7. For all subsequent violations of Labor Code § 510, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 558(a)(1)-(2));
8. For all initial violations of Labor Code §§ 1194 and 1198, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 2699(f)(2));
9. For all subsequent violations of Labor Code §§ 1194 and 1198, \$200.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 2699(f)(2));
10. For all initial violations of Labor Code § 1197 deemed to be intentional, \$100.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 1197.1); and
11. For all subsequent violations of Labor Code § 1197, regardless of whether the initial violation is deemed to be intentional, \$250.00 for each aggrieved employee per pay period for each violation (penalties set by Labor Code § 1197.1(a)(1)-(2)).

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FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

Labor Code § 226(a) requires an employer to provide an employee, either semimonthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
 - a. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because employees were not paid for all hours worked thus gross wages earned was not accurately reflected.
 - b. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because overtime and double time wages for all overtime and double time hours worked were not included and thus gross wages earned was not accurately reflected.
 - c. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because applicable meal and rest period premiums were not included thus gross wages earned was not accurately reflected.
 - d. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because fees were unlawfully deducted thus gross wages earned was not accurately reflected.
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
 - a. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because the total hours worked was not reflected.
 - b. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because any overtime and double time hours worked were not included and thus total hours worked was not accurately reflected.
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
5. Net wages earned,

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- a. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because employees were not paid for all hours worked thus net wages earned was not accurately reflected.
 - b. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because overtime and double time wages for all overtime and double time hours worked were not included and thus net wages earned was not accurately reflected.
 - c. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because applicable meal and rest period premiums were not included thus net wages earned was not accurately reflected.
 - d. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because fees were unlawfully deducted thus net wages earned was not accurately reflected.
6. The inclusive dates of the period for which the employee is paid,
 - a. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because the inclusive dates of the period for which the employee is paid was not reflected.
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer, and
 - a. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because the name and address of the legal entity(s) that is/are the employer are not reflected.
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
 - a. Pacific Rim did not comply with the requirements of Labor Code § 226 (a) because all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate was not reflected.

Accordingly, Sandoval now seeks civil penalties for Full Steam and Pacific Rim's violations of Labor Code § 226(a) as follows:

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1. For all violations of Labor Code § 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code § 2699.3 results in an initial citation or its equivalent, \$250.00 for each employee for each violation (Labor Code § 226.3); or
2. For all violations of Labor Code § 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code § 2699.3 results in a subsequent citation or its equivalent, \$1000.00 for each employee for each violation (Labor Code § 226.3).

LATE OR INCOMPLETE FINAL WAGES FOLLOWING SEPARATION OF EMPLOYMENT

Labor Code § 201 requires an employer to pay all earned and unpaid wages to a discharged employee immediately at the time of discharge.

Labor Code § 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving at least 72 hours-notice all earned and unpaid wages at the time of quitting.

Labor Code § 202 requires an employer to pay all earned and unpaid wages to an employee who quits after less than 72 hours-notice all earned and unpaid wages within 72 hours of giving notice of quitting.

Labor Code § 203 provides that an employee's wages shall continue as a penalty from when they first became due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

By failing to timely furnish Sandoval and aggrieved employees with any final paycheck and/or with final paychecks that include all earned and unpaid wages, including, but not necessarily limited to, all earned and unpaid hourly, overtime, and/or premium wages, Pacific Rim has violated Labor Code §§ 201 and 202.

Similarly, as the staffing employer, Full Steam is liable for ensuring that all employees were timely receiving their full and complete final paycheck and wages. Consequently, Full Steam has also violated Labor Code §§ 201 and 202.

Accordingly, Sandoval now seeks civil penalties for Pacific Rim and Full Steam's violations of Labor Code §§ 201, 202, and 203 as follows:

1. For all initial violations of Labor Code §§ 201, 202, and 203, \$100.00 for each aggrieved employee per pay period for each violation (Labor Code § 2699(f)(2)); and
2. For all subsequent violations of Labor Code §§ 201, 202, and 203, \$200.00 for each aggrieved employee per pay period for each violation (Labor Code § 2699(f)(2)).

Under California Labor Code § 256, the Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203. Pacific Rim

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willfully failed to timely furnish Sandoval and aggrieved employees with any final paycheck timely, and/or with final paychecks that include all earned and unpaid wages, including, but not necessarily limited to, all earned and unpaid hourly, overtime, and/or premium wages, Pacific Rim has violated Labor Code §§ 201 202, and 203. Accordingly, the aggrieved employees seek to recover the wages and penalties of Section 256 on behalf of herself and other aggrieved employees. Cal. Lab. Code §§ 2699, 2699.3, and 2699.5.

Sandoval is an individual who was jointly employed by Full Steam and Pacific Rim in an hourly position within the past year. At all relevant times, Pacific Rim employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

VIOLATIONS OF LABOR CODE §558

Sandoval is an individual who was jointly employed by Full Steam and Pacific Rim in an hourly position, during all relevant times. At all relevant times, Pacific Rim jointly employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California. At all relevant times, Full Steam jointly employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

Under California Labor Code § 558, any person acting on behalf of an employer who violates or causes to be violated a provision of the Labor Code regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to civil penalties and be ordered to pay all unpaid wages. Full Steam and Pacific Rim failed to provide the aggrieved employees meal and/or rest breaks, minimum and overtime wages, and other wage violations. Accordingly, the aggrieved employees seek to recover the wages and penalties of Section 558 on behalf of herself and other aggrieved employees. Cal. Lab. Code §§ 2699, 2699.3, and 2699.5.

VIOLATIONS OF LABOR CODE §1199

Labor Code § 1199 states:

Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

- (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
- (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.

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(c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

By failing to timely furnish Sandoval and aggrieved employees with unpaid wages, including, but not necessarily limited to, all earned and unpaid hourly, overtime, and/or premium wages at the regular rate of pay, Pacific Rim's criminal conduct has violated Labor Code §1199.

By failing to ensure that Sandoval and the aggrieved employees unpaid wages were timely furnished, Full Steam's criminal conduct has violated Labor Code §1199.

1. For all initial violations of Labor Code § 1199 can find an employer liable for a misdemeanor and is punishable by a fine of \$100.00 or by imprisonment for not less than 30 days or by both. (Labor Code § 1199).

VIOLATIONS OF LABOR CODE §256

Sandoval is an individual who was employed by Pacific Rim within the past year. Sandoval was matched and staff to work at Pacific Rim through a staffing company, Full Steam. At all relevant times, Pacific Rim employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

Under California Labor Code § 256, the Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203. Pacific Rim willfully failed to timely furnish Sandoval and aggrieved employees with any final paycheck timely, and/or with final paychecks that include all earned and unpaid wages, including, but not necessarily limited to, all earned and unpaid hourly, overtime, and/or premium wages, Pacific Rim has violated Labor Code §§ 201 202, and 203. Full Steam, too, failed to ensure that unpaid wages were timely furnished to Sandoval and the aggrieved employees. Accordingly, the aggrieved employees seek to recover the wages and penalties of Section 256 on behalf of herself and other aggrieved employees. Cal. Lab. Code §§ 2699, 2699.3, and 2699.5.

VIOLATIONS OF LABOR CODE §§221-223

Labor Code § 221 states:

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

Labor Code § 222 states:

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It shall be unlawful, in case of any wage agreement arrived at through collective bargaining, either willfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon.

Labor Code § 223 states:

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

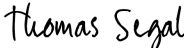
By deducting a fee every pay period from the paychecks of Sandoval and the aggrieved employees, Pacific Rim violated Labor Code §§ 221-223.

- 1) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:
 - (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
 - (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

CONCLUSION

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Insofar as this letter is directed toward Full Steam and Pacific Rim, please be advised that Sandoval will seek both reasonable attorneys' fees and costs under Labor Code § 2699(g)(1) in a civil action should the LWDA decline to pursue this matter.

Sincerely,

DocuSigned by:

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Thomas Segal, Esq.