

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Linfield

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Attorneys for Plaintiff ESTEBAN ROMO, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ESTEBAN ROMO, on behalf of himself and all
other aggrieved employees,

Plaintiff,

v.

FLOWSERVE US INC., a Delaware
Corporation doing business in California; and
DOES 1- 50, Inclusive,

Defendants,

Case No. **22STCV27551**

COMPLAINT

**1. Civil Penalties under the Private
Attorneys General Act (PAGA), Labor
Code § 2698, et seq.**

1 Plaintiff, ESTEBAN ROMO (“Plaintiff”), as a representative of the State of California
2 and the Labor and Workforce Development Agency (LWDA), and on behalf of himself and other
3 current or former aggrieved employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other aggrieved employees, to collect
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and Employers, FLOWSERVE US INC., (referred to as “Defendant”)
9 violated numerous wage and hour laws with respect to Plaintiff and other aggrieved employees
10 by failing to provide, for example: accurate and itemized wages statements, payment for all hours
11 worked (including regular wages and overtime), failure to provide a minimum wage lawful meal
12 periods, lawful rest periods, timely payment during employment, failure to reimburse for
13 expenses incurred during the course and scope of employment, and payment upon separation of
14 employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff ESTEBAN ROMO (“Plaintiff” or “ROMO”) is, and at all times
18 mentioned herein, was a resident of the County of Los Angeles in the State of California.

19 4. Similarly aggrieved, former and/or current employees are those exempt and non-
20 exempt workers employed by Defendants during the relevant time period who were subject to the
21 same wage and hour policies and practices as Plaintiff, and thereby, suffered similar or
22 substantially similar violations (hereinafter “Aggrieved Employees”).

23 **The Defendants**

24 5. Defendants FLOWSERVE US, INC., is a California corporation which, at all
25 relevant times mentioned herein, existing, doing business and employing individuals in the
26 County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
27 Defendants exercised control over Plaintiff and Aggrieved Employees’ wages, hours, and
28 working conditions.

1 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
2 herein, Defendants, and each of them, exercised control over Plaintiff and Aggrieved Employees'
3 wages, hours, or working conditions.

4 7. The true names and capacities, whether individual, corporate, associate, or
5 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
6 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
7 amend this Complaint to insert the true names and capacities of said Defendants when the same
8 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
9 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and are
10 therefore liable to Plaintiff as alleged hereinafter.

11 8. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
12 of them, including those Defendants named DOES 1-50, acted in concert with one another to
13 commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced
14 one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further
15 informed and believes, and thereon alleges, that the Defendants, and each of them, including
16 those Defendants named as DOES 1-50, formed and executed a conspiracy or common plan
17 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
18 herein done as part of and pursuant to said conspiracy, intended to and actually causing Plaintiff
19 harm.
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21 **JURISDICTION AND VENUE**

22 9. Venue is proper in Los Angeles County, because Defendants maintains its
23 locations and transacts business in this county, the obligations and liability primarily arise in this
24 county, and work was primarily performed by Plaintiff and other aggrieved employees in this
25 county.

26 10. The California Superior Court has jurisdiction over this matter. The individual
27 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
28 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional

1 amount required for diversity removal. Further, there is no federal question at issue as the issues
2 herein are based solely on California statutes and law, including, but not limited to, the California
3 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
4 and California Rules of Court.

5 **GENERAL ALLEGATIONS**

6 11. Defendants, a supplying company, employed Plaintiff and aggrieved employees,
7 in both exempt and non-exempt positions, in California during the relevant PAGA period.
8 Plaintiff began working on or about September 2018 to April 2022, as an "Inventory Supervisor".
9

10 12. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
11 per week without lawful compensation. Plaintiff and nonexempt aggrieved employees were
12 regularly not paid for minimum wages and overtime for compensable work time spent under the
13 control of Defendants, but which was performed off-the-clock, even though such additional work
14 time was in excess of regularly scheduled, eight-hour daily shifts.

15 13. Plaintiff and nonexempt aggrieved employees were subject to not having all their
16 compensable work time recorded. Not all of Plaintiff and nonexempt aggrieved employees'
17 compensable work time spent under the control of Defendants was accounted for and
18 compensated. Specifically, Defendants (1) adjusted clock in and clock out times to the
19 disadvantage of Plaintiff and other non-exempt aggrieved employees by rounding up clock-in
20 times when Plaintiff and non-exempt employees clocked in before the scheduled start of their
21 respective shifts and rounded down clock-out times when Plaintiff and nonexempt aggrieved
22 employees worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff
23 and non-exempt employees to continue working when ostensibly on duty-free meal periods, or
24 requiring them to return to work before the end of their thirty-minute meal periods but prohibiting
25 them from clocking back in until the legally required thirty-minute mark.

26 14. Based on information and belief, Plaintiff believes both exempt and non-exempt
27 employees were also not being reimbursed for all necessary expenses incurred in the
28 performance of their job duties. Specifically, Defendants required Plaintiff and aggrieved

employees, regardless of classification, to use their personal cellular telephones to communicate with colleagues and supervisors in the course of performing their respective duties but failed to reimburse them for use of the personal cellular devices nor the consumption of personal calling or data plans. In addition, Plaintiff and aggrieved employees, when working remotely purchased monitors, keyboards, a printer and used their remote location internet connection to perform required duties on behalf of Defendants.

15. Defendants failed to authorize and permit all required meal and rest periods for Plaintiff and nonexempt aggrieved employees because, upon information and belief, Defendants maintained unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendants regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Plaintiff and aggrieved employees could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Defendants prioritized completion of daily duties ahead of meal and rest period compliance. Furthermore, Defendants nevertheless deducted a half hour from the daily time worked by Plaintiff and aggrieved employers for ostensible meal periods despite the fact such breaks not actually taken or delayed or interrupted. Moreover, Defendants failed to provide Plaintiff and aggrieved employees with an additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor Code section 226.7.

16. As a result of the violations described above, Plaintiff and nonexempt aggrieved employees experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff and nonexempt Aggrieved Employees accurate itemized wage statements in writing in compliance with Labor Code section 226 and failed to compensate Plaintiff and other former nonexempt aggrieved employees for all wages owed at the time employment with Defendants had ended.

17. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
2 behalf of himself or herself and other current or former employees pursuant to the procedures
3 specified in Labor Code section 2699.3.

4 18. For all provisions of the Labor Code except those for which a civil penalty is
5 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendants a
6 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
7 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
8 for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

9 19. Defendants' conduct during the PAGA period with respect to Plaintiff and the
10 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

11 20. Plaintiff alleges that Defendants has engaged in a systematic pattern of wage and
12 hour violations under the California Labor Code and IWC Wage Orders.

13 21. At all relevant times herein, Defendants employed Plaintiff and other aggrieved
14 employees as employees who were subject to the employment policies, in whole or in part, and
15 therefore suffered the same or substantially similar violations, in whole or in part.

16 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and aggrieved employees were entitled to receive
18 wages for all hours worked, including the applicable minimum, regular, and overtime wages,
19 and that they were not receiving all wages earned for work that was required to be performed. In
20 violation of the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and
21 aggrieved employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and
22 aggrieved employees all earned minimum, regular, and/or overtime compensation.

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and aggrieved employees were entitled to receive all
25 required meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved
26 employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal
27 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
28

1 and policy of not providing timely meal periods. Defendants failed to pay an additional hour of
2 pay to Plaintiff and aggrieved employees for late meal periods. As a result of Defendants'
3 unlawful policy and practice, Plaintiff and aggrieved employees did not receive all meal periods
4 or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate
5 of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

6 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and aggrieved employees were entitled to receive all
8 required rest periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved
9 employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
10 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
11 and policy of not providing timely rest periods. Defendants failed to pay an additional hour of
12 pay to Plaintiff and aggrieved employees for each rest periods were not provided or was
13 interrupted. As a result of Defendants' unlawful policy and practice, Plaintiff and aggrieved
14 employees did not receive all required rest periods or payment of one (1) additional hour of pay
15 at Plaintiff's and aggrieved employees' regular rate of pay when they did not receive a timely,
16 uninterrupted 10 minute off-duty rest period.

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18 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and certain aggrieved employees were entitled to
20 timely payment of wages due upon separation of employment. In violation of the Labor Code,
21 Plaintiff and certain aggrieved employees did not receive payment of all wages due, within
22 permissible time periods, upon separation of employment.

23 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and aggrieved employees were entitled to receive
25 itemized wage statements that accurately showed their actual hours worked, total hours worked,
26 number of hours worked at each hourly rate, gross and net wages earned, and correct employer
27 information in accordance with California law. As a result of the wage violations specified
28 above, and in violation of the Labor Code, Plaintiff and aggrieved employees were not provided

1 with accurate itemized wage statements that accurately reported their gross and net wages
2 earned, total hours worked, each applicable rate of pay in effect during the pay period with the
3 corresponding number of hours worked, and the address of the legal entity that is the employer,
4 among other things.

5 27. Plaintiff and aggrieved employees were employees covered under one or more
6 statutes under the Labor Code, including but not limited to section 2802, but were not reimbursed
7 by Defendants for all business expenses incurred, including but not limited to expenses arising
8 from use of personal cellular devices for work purposes, working remotely from home, such as
9 the cost of electronic devices and accessories used for work purposes and the prorated cost of
10 personal cellular home wi-fi data plans utilized for work purposes.

11 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Defendants were required to maintain accurate records of the hours
13 worked by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendants failed
14 to maintain accurate records of hours worked by Plaintiff and aggrieved employees due to its
15 off-the-clock and/or unfair rounding practices, among other things.

17 **FIRST CAUSE OF ACTION**

18 **(Civil Penalties Under the Private Attorneys General Act,**

19 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

20 29. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
21 Complaint as if fully alleged herein.

22 30. By this complaint, Plaintiff brings this case as a representative action seeking
23 penalties for himself, the Aggrieved Employees, and the State of California in a representative
24 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
25 employee who was employed by Defendants and subject to at least one of the Labor Code
26 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
27 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
28 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and

1 2802.

2 31. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
3 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
4 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
5 not to investigate, or after 65 days have passed without notice from the LWDA.

6 32. Prior to filing this complaint, on May 26, 2022, Plaintiff gave written notice of
7 the specific provisions alleged to have been violated, including the facts and theories to support
8 the alleged violations, as required by Labor Code section 2699.3. The written notice was given
9 via certified mail to Defendants, and the LWDA by electronically filing the notice via the
10 Department of Industrial Relations website. Plaintiff filed an amended written notice on June
11 16, 2022. Plaintiff was given an LWDA case number of LWDA-CM-885938-22. True and
12 correct copies of Plaintiff's notices to the LWDA and Defendants, dated May 26, 2022, and
13 June 16, 2022, are attached hereto as **Exhibit A**.

14 33. The LWDA has not provided Plaintiff with any notice that it intends to investigate
15 the violations as alleged in Plaintiff's notice dated June 16, 2022, and more than 65 calendar
16 days have elapsed since the postmark date on the latter notice.

17 34. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
18 of this code that provides for a civil penalty to be assessed and collected by the Labor and
19 Workforce Development Agency...for a violation of this code, may, as an alternative, be
20 recovered through a civil action brought by an aggrieved employee on behalf of himself or
21 herself and other current or former employees pursuant to the procedures specified in Section
22 2699.3."

23 35. As an aggrieved employee, Plaintiff brings this civil action to recover civil
24 penalties for Defendant's Labor Code violations.

25
26 **First Violation**

27 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

28 36. Under California Labor Code §512(a), "An employer may not employ an

1 employee for a work period of more than five hours per day without providing the employee
2 with a meal period of not less than 30 minutes, except that if the total work period per day of the
3 employee is no more than six hours, the meal period may be waived by mutual consent of both
4 the employer and employee.”

5 37. Defendants violated Labor Code § 512 by failing to provide Plaintiff, and other
6 qualifying employees who worked shifts of greater than five hours, meal periods within the first
7 five hours of the shifts worked. Defendants failed to pay Plaintiff one hour’s pay at Plaintiff’s
8 regular rate of pay for each day Defendants failed to provide a meal period in compliance with
9 section 512.

10 **Second Violation**

11 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

12 38. Under California Labor Code §226.7(b), “An employer shall not require an
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

15 39. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
16 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
17 of each work period. The authorized rest period time shall be based on the total hours worked
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

19 40. Defendants failed to authorize and permit Plaintiff and other employee to take
20 rest periods and mandated by the Wage Order.

21 41. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
22 one additional hour of pay at the employee’s regular rate of compensation for each workday that
23 the meal or rest or recovery period is not provided.”

24 42. Defendants failed to pay Plaintiff and other employees who were not provided
25 rest periods one hour of pay at their regular rate of pay.

26 **Third Violation**

27 **(Failure to Provide Complete and Accurate Wage Statements,**

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44. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

(Failure to Pay Overtime Wages)

46. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

(Failure to Pay Minimum Wages)

48. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

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consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

54. Defendants failed to indemnify and reimburse Plaintiff for all necessary expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's job duties.

55. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses incurred as a result of discharging his duties, including interest.

56. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: August 24, 2022

WORK LAWYERS, PC

By: _____



Justin Lo, Esq.

Attorney for Plaintiff ESTEBAN ROMO

EXHIBIT A



AMENDED NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE June 16, 2022

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California
Workforce Development Agency
PAGAfilings@dir.ca.gov

**SUBJECT: Esteban Romo v. Flowserve US, Inc.; ET AL — AMENDED NOTICE OF
LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3**

Dear Representative:

This office represents Esteban Romo (“Mr. Romo”) with respect to his claims against Flowserve US, Inc. (“Employer”) for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employer by certified mail.

Additional legal theory regarding violations of waiting time penalties under Labor Code section 203 on behalf of Mr. Romo and Aggrieved Employees is being provided.

Employer is a corporation doing business in the State of California. Employer employed Mr. Romo from approximately September 2018 to April 2022, as an exempt employee. During his employment with Employer, Mr. Romo was employed as an “Inventory Supervisor (Specialist)” then as a “Warehouse Supervisor” at Employer’s facility located at 2300 E. Vernon Ave., Vernon, CA 90058. Despite spending more than half of his workday handling only data entry responsibilities during his employment, Mr. Romo was paid a fixed salary irrespective of the number of hours he worked. Mr. Romo often worked Monday to Friday from approximately 6:00 AM until 5:00 PM and was only given a meal break whenever time permitted. This meal break was often interrupted with work responsibilities.

Mr. Romo did not receive any rest breaks at all, because he was informed that his exempt position precluded him from receiving any. Mr. Romo was also required to work remotely from home and purchase all his own computer equipment and pay for all necessary utilities. Employer



did not reimburse Mr. Romo for any expenses incurred and did not keep track of all hours worked by Mr. Romo. Mr. Romo did not have the ability to hire, fire, interview, or discipline any other employee during this entire time. Mr. Romo also did not perform duties that justified an exemption classification. Mr. Romo believes his labor code violations were suffered by both exempt and non-exempt employees of Defendant.

Mr. Romo intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Romo is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former exempt and non-exempt employees of Employer (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California’s wage and hour laws during Mr. Romo employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including inter alia, IWC Wage Order No. 5. The claims made on behalf of Mr. Romo and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION.

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Romo and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. Romo and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Romo and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Romo and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Romo and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Romo and Aggrieved Employees to perform work off-the-clock without compensation, Employer also failed to accurately record the actual time worked by Mr. Romo and Aggrieved Employees, which resulted in a failure to pay Mr. Romo and Aggrieved



Employees for all hours worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Romo and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Romo and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Romo and Aggrieved Employees with legally compliant 30-minute meal periods. Employer required Mr. Romo and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Romo and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Romo and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Romo and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Romo and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all exempt and non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Romo and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Romo and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Romo and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Romo and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included



responding to in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Romo and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Romo and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS.

Employer failed to authorize and permit Mr. Romo and Aggrieved Employees take legally compliant 10-minute periods. Employer required Mr. Romo and Aggrieved Employees to work through rest periods. Mr. Romo and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Romo and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Romo and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Romo and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-exempt and non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Romo and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Romo and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Romo and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer



required Mr. Romo and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Romo and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Mr. Romo and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), and 1198.

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Romo and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES.

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Romo and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 201(a), 202(a) and 203(a).

Ms. Romo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the wage statements provided to Mr. Romo and Aggrieved Employees never included the actual hours worked, the name and address of the legal



employing entity, all owed wages and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employer has failed to maintain accurate records relating to Mr. Romo and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

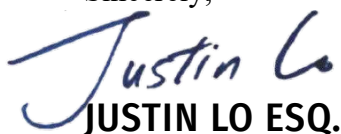
8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Romo and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include but are not limited to the use of Mr. Romo and Aggrieved Employees of their personal computer, monitors, keyboard, mouse, wires, printer, wifi, and internet to work remotely from home.

Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Mr. Romo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

Sincerely,


JUSTIN LO ESQ.



Notice provided to Employer via Certified Mail

CT Corporation System
Agent for Service of Process
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FlowServe US, Inc.
Human Resources / Legal Dept.
5215 N. O'Connor Blvd., Suite 700
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