

FILED
Superior Court Of California,
Sacramento
09/12/2022
Hathorn
By Deputy
Case Number:
34-2022-00326589

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Attorneys for Plaintiff SACRAMENTO ROJAS as a designated Private Attorney General,
pursuant to the Private Attorney General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SACRAMENTO ROJAS, as a designated
Private Attorney General

Plaintiff,

v.

RJP FRAMING, INC., and DOES 1
through 50, inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT
FOR CIVIL PENALTIES**

BY FAX

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Rest Periods
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Keep Accurate Payroll Records; and
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures.

1 Plaintiff SACRAMENTO ROJAS (“Plaintiff” or “Mr. Rojas”) as a representative of the
2 State of California and the Labor and Workforce Development Agency (“LDWA”), and on behalf
3 of current and former employees complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of state of California as a Private Attorney
6 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
7 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
8 herein by Defendant RJP FRAMING, INC. (“Defendant”). The terms “Relevant Time Period”,
9 “PAGA Period” or “Time Period are defined as one (1) year plus sixty-five days (65) prior to
10 Plaintiff’s filing of her original complaint through date of entry of judgment. Plaintiff reserves
11 the right to amend this complaint to reflect a different “Time Period” as further discovery is
12 conducted.

13 2. Plaintiff on behalf of the State of California as a Private Attorney General seeks
14 relief against Defendant, and more specifically civil penalties from Defendant for violations of
15 numerous Labor Code provisions, including, but not limited to, sections 201, 226, 226.7, 510,
16 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

17 **JURISDICTION AND VENUE**

18 3. This Court has subject matter jurisdiction over the causes of action alleged in this
19 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
20 excluded from exercising subject matter jurisdiction over said causes of action. The penalties
21 recoverable do not exceed seventy-five thousand dollars (\$75,000.00) individually, and do not
22 exceed five million dollars (\$5,000,000.00) collectively amongst all aggrieved employees.

23 4. Defendant is an Arizona corporation doing business throughout the State of
24 California, and specifically, in Sacramento County. Plaintiff was employed by Defendant in
25 Sacramento County. There is no federal question at issue, as the issues herein are based solely on
26 California statutes and law, including the California Labor Code, Industrial Welfare Commission
27 (“IWC”) Wage Orders, California Code of Civil Procedure, California Business and Professions
28 Code, and California Rules of Court. By doing business in the state of California, Defendant have

purposefully availed itself of the state's jurisdiction. Accordingly, as personal jurisdiction over Defendant would be constitutional, California's long-arm statute provides that California courts may exercise personal jurisdiction over Defendant. (Code Civ. Pro. § 410.10.)

5. Venue is proper in Sacramento County, because Defendant performs business in Sacramento County, and the acts set forth herein occurred in Sacramento County.

THE PARTIES

Plaintiff

8. Plaintiff was employed by the Defendant in or around May 2020 as a siding installer. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as a siding installer. Throughout the Relevant Time Period, Plaintiff worked for Defendant within the County of Sacramento. Plaintiff was always paid an hourly wage, and was deemed a non-exempt hourly employee by Defendant.

Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a Arizona corporation which distributes industrial gas products throughout the State of California, and is and/or was the employer of Plaintiff and similarly situated employees during the Relevant Time Period.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed believes, and 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 operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct

described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code §2698 et seq. seeking civil penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on May 24, 2022, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as “Exhibit A.”

15. More than sixty-five (65) days have passed since Plaintiff submitted his May 24, 2022, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant’s intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private Attorney General with regard to his May 24, 2022, PAGA notice.

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FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide accurate wage statements, reimbursement and pay wages owed at the end of the employment, as required under California law.

17. Plaintiff was employed by Defendant in non-exempt hourly position as a siding installer beginning. At all relevant times herein, Plaintiff was employed by Defendant as a siding installer.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's locations within the State of California.

19. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff alleges that Defendant failed to compensate aggrieved employees for all hours worked in violation of California law, including both minimum wage and overtime compensation. Specifically, Defendant failed to compensate aggrieved employees at the legally mandated minimum wage and instead paid aggrieved employees a daily salary regardless of how many hours aggrieved employees actually worked.

21. Further, aggrieved employees were not properly compensated for all hours worked in excess of eight (8) in a day or forty (40) hours in a week. Defendant failed to pay aggrieved employees at a rate of at least one-and-a-half times their regular rate despite working in excess of eight (8) hours in a day or forty (40) hours in a week. Specifically, aggrieved employees worked an additional one (1) to two (2) hours per but were not compensated for that time.

22. Plaintiff alleges that aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of

1 their work. Aggrieved employees often did not receive at least one duty-free, uninterrupted meal
2 period with the first five (5) hours worked, and a second meal period before the start of the 11th
3 hour of work. When employees were prevented from taking timely and complete meal periods,
4 they did not receive premium pay for the missed meal break.

5 23. Plaintiff further alleges that aggrieved employees often had to miss rest periods
6 for every four (4) hours worked, or a major fraction thereof, as required by the Labor Code. When
7 employees were prevented from taking rest breaks, they did not receive premium pay for the
8 missed rest break.

9 24. Plaintiff alleges that Defendant failed to provide aggrieved employees with
10 complete and accurate wage statements for all regular hours and overtime hours worked.
11 Defendant failed to provide its employees with accurate itemized wage statements showing their
12 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
13 total hours work per pay period. This conduct is in violation of Labor Code sections 226 and 1174

14 25. Plaintiff alleges that Defendant failed to reimburse aggrieved employees for
15 necessary business expenditures. Aggrieved employees were not reimbursed for purchasing
16 equipment and the cost of maintaining Defendant's uniform.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
19 **OVERTIME**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 26. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged.

23 27. Any employee receiving less than the legal minimum wage or legal overtime
24 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees,
25 and costs of suit. (Lab. Code, § 1194, subd. (a).)

26 28. Labor Code section 1182.12 provides that on and after July 1, 2014, the minimum
27 wage for all industries shall not be less than nine dollars (\$9.00) per hour, and on and after January
28 1, 2016, the minimum wage for all industries shall not be less than ten (\$10.00) per hour. For

1 employers who employed 26 or more people from January 1, 2017 to December 31, 2017, the
2 minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour. From January
3 18, 2018 to December 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00)
4 per hour. Plaintiff is informed and believes Defendant employed more than 26 employees.

5 29. Notwithstanding any other provision of the Labor Code, hourly minimum wage
6 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
7 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

8 30. In any action to recover payment of wages less than the minimum wage an
9 employee shall be entitled to recover liquidated damages in an amount equal to the wages
10 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

11 31. Any work in excess of eight (8) hours in any workday and any work in excess of
12 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half
13 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess
14 of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay
15 for an employee. (Lab. Code, § 510, subd. (a).)

16 32. All wages earned in employment are due and payable twice during each calendar
17 month on dates designated in advance by the employer. (Lab. Code, § 204.)

18 33. In case of a dispute over wages, the employer shall pay, without condition and
19 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies
20 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

21 34. Notwithstanding any other provision of the Labor Code, hourly minimum wage
22 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
23 an employee no less than the minimum wage for each hour worked. (Lab. Code, § 1194.)

24 35. In any action to recover payment of wages less than the minimum wage, an
25 employee shall be entitled to recover liquidated damages in an amount equal to the wages
26 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

27 36. Defendant failed to pay aggrieved employees all minimum wage, overtime
28 premiums, and/or double-time premiums for all hours worked in excess of over eight (8) hours

per day and/or forty (40) hours per week for work performed for Defendant. As a result, aggrieved employees were not paid all wages earned.

37. Further, Defendant regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, by failing to include all remuneration when calculating the aggrieved employees' regular rate of pay for purposes of paying overtime and/or double time.

38. Plaintiff as a Private Attorney General, will and does seek to recover civil penalties on behalf of the aggrieved employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197, 1198 and pursuant to Labor Code section 1197.1 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes

39. Plaintiff, a Private Attorney General on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699(g) and Code of Civil Procedure section 1021.5.

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

40. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged.

41. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

42. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, 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 accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not

1 relieving employees from all work duties during meal periods thereby preventing employees from
2 taking legally compliant meal periods.

3 43. At all times relevant hereto, aggrieved employees have worked shifts of more than
4 five (5) hours in a workday. Defendant failed to provide legal compliant meal periods to the
5 aggrieved employees, by failing to provide meal periods before the fifth (5th) hour of work due
6 to its meal period scheduling policy and practice. Despite failing to provide timely meal periods,
7 Defendant failed to pay one additional hour of pay at aggrieved employees' regular rate of pay
8 for each workday that a meal period violation occurred.

9 44. At varying times relevant hereto, the aggrieved employees have worked shifts
10 more than ten (10) hours in a workday.

11 45. By and through their actions, Defendant has intentionally and improperly denied
12 compliant meal periods or compensation in lieu thereof to the aggrieved employees in violation
13 of Labor Code sections 226.7 and 512 and/or other statutes.

14 46. Defendant's Labor Code violations have caused the aggrieved employees to suffer,
15 and continue to suffer, damages in amounts which are presently unknown, but will be ascertained
16 according to proof at trial.

17 47. Plaintiff, as a Private Attorney General, will and does seek to recover civil
18 penalties on behalf of the aggrieved employees and the State of California for violations of Labor
19 Code sections 226.7 and 512 during the PAGA period, in a sum as provided by the Labor Code
20 and/or other statutes.

21 48. Plaintiff, as a Private Attorney General on behalf of the aggrieved employees and
22 the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
23 subdivision (g) and Code of Civil Procedure section 1021.5.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
3 **COMPENSATION IN LIEU THEREOF**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 49. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged.

7 50. Labor Code section 226.7 provides that employers authorize and permit all
8 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or
9 major fraction thereof.

10 51. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
11 provide and employee rest periods in accordance with this section, the employer shall pay the
12 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the rest period is not provided. Aggrieved employees consistently worked over four (4) hours
14 per shift with no rest breaks, due to Defendant's uniform policies and practices.

15 52. Defendant failed to reasonably make available rest breaks to the aggrieved
16 employees.

17 53. Defendant's Labor Code violations have caused the aggrieved employees to suffer,
18 and continue to suffer, damages in amounts which are presently unknown, but will be ascertained
19 according to proof at trial.

20 54. Plaintiff, as a Private Attorney General, will and does seek to recover civil
21 penalties on behalf of the aggrieved employees and the State of California for violations of Labor
22 Code sections 226.7 and 512 during the PAGA period, in a sum as provided by the Labor Code
23 and/or other statutes.

24 55. Plaintiff, a Private Attorney General on behalf of the aggrieved employees and the
25 State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
26 subdivision (g) and Code of Civil Procedure section 1021.5.

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FOURTH CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS**

56. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

58. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to each employee. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing, including specified information, including, but not limited to: (1) gross wages earned; and (2) total hours worked by the employee; (3). Labor Code section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and the aggrieved employees.

1 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and
2 believes that Defendant willfully and intentionally failed to make and/or keep records which
3 accurately reflect the hours worked by the aggrieved employees. Specifically, Plaintiff believes
4 that Defendant's records: (1) were inaccurate and incomplete.

5 60. An employee is deemed to suffer injury if the employer fails to provide an accurate
6 wage statement containing all of the required information set forth in Labor Code section 226,
7 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
8 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
9 employees to determine whether they were paid all wages due without complicated calculations
10 and/or reconstruction of records required to be maintained by the employer.

11 61. Labor Code 226.3 provides that any employer who violates subdivision (a) of
12 Labor Code section 226 shall be subject to a civil penalty in the amount of two hundred fifty
13 dollars (\$250) per employee per initial violation and one thousand dollars (\$1,000) per employee
14 for each subsequent violation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Labor Code section
16 226. The civil penalties provided for in this section are in addition to any other penalty provided
17 by law.

18 62. An employee is deemed to suffer injury if the employer fails to provide an accurate
19 wage statement containing all of the required information set forth in Labor Code section 226,
20 subdivision (a). (Lab. Code, § 226, subd. (e)(2).)

21 63. 60. Labor Code section 1174, subdivision (d), requires an employer to keep at
22 a central location in California or at the plant or establishment at which the employees are
23 employed, payroll records showing the hours worked daily and the wages paid to each employee.

24 64. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's
25 failure to maintain accurate and complete records. This civil penalty is in addition to the civil
26 penalty of \$100 per initial violation and \$200 per subsequent violation per pay period, per
27 aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation
28 of section 1174, subdivision (d).

1 65. The IWC Wage Orders require that every employer shall keep accurate
2 information with respect to each employee, including, but not limited to, time records showing
3 the total daily hours worked by each employee, the total hours worked in each payroll period, and
4 applicable rates of pay.

5 66. Plaintiff is informed and believes that Defendant willfully and intentionally failed
6 to make and/or keep records which accurately reflect the hours worked by aggrieved employees.
7 Specifically, Plaintiff believes that Defendants' records fail to include, inter alia: (1) actual hours
8 worked; (2) total hours worked; and (3) number of hours worked at each hourly rate.

9 67. In addition, the omission of time worked make it difficult for employees to
10 determine whether they were paid all wages due without complicated calculations and/or
11 reconstruction of records required to be maintained by the employer.

12 68. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 willfully failed to maintain accurate payroll records for the aggrieved employees by failing to
14 accurately reflect the hours worked by and wages paid to the aggrieved employees.

15 69. By virtue of Defendant's unlawful actions, the aggrieved employees have suffered,
16 and will continue to suffer, damages in amounts which are presently unknown, but will be
17 ascertained according to proof at trial.

18 70. Plaintiff as a Private Attorney General, will and does seek to recover civil penalties
19 on behalf of the aggrieved employees and the State of California for violations of Labor Code
20 sections 226, 1174, and pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA
21 period, in a sum as provided by the Labor Code and/or other statutes.

22 71. Plaintiff, a Private Attorney General on behalf of the aggrieved employees and the
23 State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
24 subdivision (g) and Code of Civil Procedure section 1021.5.

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1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

3 **NECESSARY BUSINESS EXPENDITURES**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 72. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged herein.

7 73. Defendant failed to indemnify the aggrieved employees for all necessary
8 expenditures or losses incurred by the aggrieved employees in direct consequence of the discharge
9 of their duties. Specifically, Defendant failed to indemnify aggrieved employees for expenditures
10 they incurred on their behalf, including, but not limited to, purchasing equipment, helmets, and
11 washing and maintaining Defendant's uniform, in direct consequence of the discharge of their
12 duties to Defendant.

13 74. By virtue of Defendant's unlawful actions, aggrieved employees have suffered,
14 and will continue to suffer, damages in amounts which are presently unknown, but will be
15 ascertained according to proof at trial. Plaintiff seeks recovery of civil penalties individually, on
16 behalf of the aggrieved employees and the State of California for violations of Labor Code section
17 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

18 75. Plaintiff, a Private Attorney General on behalf of the aggrieved employees and the
19 State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
20 subdivision (g) and Code of Civil Procedure section 1021.5.

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EXHIBIT A



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May 20, 2022

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 70212 0950 0001 6447 5216

Return Receipt Requested

RJP Framing, Inc.

800 S. Raymond Avenue

Fullerton, CA 92831

Re: Sacramento Rojas v. RJP Framing, Inc.

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

To: California Labor and Workforce Development Agency; RJP Framing, Inc.

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

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Sacramento Rojas ("Mr. Rojas" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

RJP Framing, Inc., (hereinafter "RJP Framing" or "Employer") is an Arizona corporation that constructs framing for buildings. Mr. Rojas began his employment with Employer in or around May 2020. Mr. Rojas was regularly scheduled to work from 7:00am to 5:00pm, five (5) days per week.

Mr. Rojas alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 1174, and 2802, by failing to provide rest periods, failing to provide accurate wage statements and maintain accurate payroll records, failing to pay all wages owed at end of employment, and failing to reimburse for necessary business expenditures. Mr. Rojas and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Rojas and other aggrieved employees all wages, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Mr. Rojas and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer required Mr. Rojas and other aggrieved employees to work in excess of eight (8) hours in a day or forty (40) hours in a week less than one- and one-half times their regular rate. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). Specifically, Employer failed to compensate Mr. Rojas and other aggrieved employees at the legally mandated minimum wage for hourly employees and instead paid them a daily salary regardless of how many hours employees actually worked. Additionally, Employer failed to pay Mr. Rojas employees at a rate of at least one-and-a-half times his regular rate despite having worked in excess of eight (8) hours in a day or forty (40) hours in week. Specifically, when Mr. Rojas and other aggrieved employees work an additional one (1) to (2) hours per week, they were not compensated for that time. Employer did not properly compensate employees which resulted in lost wages to Mr. Rojas and other aggrieved employees.

Employer's failure to pay minimum wage and applicable overtime rates to Mr. Rojas Lara and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510, and 1194.

B. Employer failed to provide Mr. Rojas and other aggrieved employees with rest periods, or premium compensation in lieu thereof, in accordance with California law

Mr. Rojas alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted rest breaks in accordance with California law due to the workload. Mr. Rojas alleges that he and other aggrieved employees regularly had their rest breaks interrupted due to supervisors requiring employees to complete work.

When employees were prevented from taking timely and complete rest periods, they did not receive premium pay as compensation for the missed meal and periods. Mr. Rojas alleges he and other aggrieved employees were not compensated with premium pay for every rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Rojas and other aggrieved employees compliant wage statements

Employer failed to keep accurate payroll records and failed to provide Mr. Rojas and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. Specifically, Employer paid Mr. Rojas and other aggrieved employees in cash and did not provide any wage statements. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to reimburse Mr. Rojas and aggrieved employees for necessary business expenditures

Here, Mr. Rojas and aggrieved employees were forced to shoulder the burden Employer's cost of doing business by purchasing all the equipment needed for work, including work boots, work pants, and a helmet. Mr. Rojas and other aggrieved employees were also required to wash and maintain employer's uniform with employer's logo on it without reimbursement. Mr. Rojas and aggrieved employees were not reimbursed by Employer for said necessary expenditures. Due to the abovementioned, Employer failed to reimburse Mr. Rojas and aggrieved employees for necessary business expenditures.

E. Employer failed to pay all wages earned at the time their employment ended to Mr. Rojas and aggrieved employees

Pursuant to California Labor Code sections 201-203, employers are required to pay all earned and unpaid wages immediately upon termination by the employer and within 72 hours if the employee resigns. California Labor Code §203 provides that if an employer fails to pay all wages earned and due throughout the employees' employment within the timeframes proscribed by Sections 201 and 202, the employer is liable for waiting time penalties in the form of continued daily compensation at the employee's last rate of pay until all earned wages are paid up to 30 work days.

At the time of Mr. Rojas and other aggrieved employees' termination, they were entitled to receive all wages that are owed as a result of Employer's failure to pay a regular rate for purposes of paying minimum wage and overtime as well as wages for the time worked during the meal break or the premiums paid in lieu of missed breaks. However, Employer failed to pay such wages at the end of Mr. Rojas and other aggrieved employees' employment.

F. Reservation of Rights

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

LABOR AND WORKFORCE DEVELOPMENT AGENCY

May 20, 2022

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which will relate back to the date of this letter.

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

Mahoney Law Group, APC
Kevin Mahoney, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,

A handwritten signature in black ink, appearing to be 'Kevin Mahoney', with a stylized flourish at the end.

Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC