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VIA ONLINE FILING

Labor and Workforce Development Agency

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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Misael Segundo v. Leonard Roofing, Inc.*

Dear Representative:

This office represents Misael Segundo (“**Mr. Segundo**”) with respect to his claims under the California Labor Code against Leonard Roofing, Inc. (“**Employer**”). This letter is being sent simultaneously to Employer by certified mail.

Employer is a general roofing contracting business that hired Mr. Segundo as an hourly, non-exempt employee in approximately June 2024. Mr. Segundo worked as a Roofing Installer at Employer’s location at 43280 Business Park Drive, #107, Temecula, CA 92590 since the start of his employment.

Mr. Segundo 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. Segundo is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former 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 California wage and hour laws throughout Mr. Segundo’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including *inter alia*, IWC Wage Order No. 16. These claims 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 engaged in numerous unlawful practices that resulted in the failure to pay Mr. Segundo 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. Segundo and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek but failed to pay overtime compensation for such work. Employer also failed to provide Mr. Segundo and Aggrieved Employees with adequate training on the



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payment of overtime compensation to keep its employees uninformed as to their legal right to overtime compensation.

In addition, Employer regularly required Mr. Segundo and Aggrieved Employees to work off-the-clock to complete their duties and responsibilities. Employer required Mr. Segundo and Aggrieved Employees to perform off-the-clock work by, amongst other things, requiring them 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. Segundo and Aggrieved Employees were not compensated for this off-the-clock work, resulting in Employer's failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Segundo 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. Segundo and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Segundo and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. Segundo and Aggrieved Employees, which resulted in a failure to pay Mr. Segundo 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 Mr. Segundo and Aggrieved Employees overtime for all overtime hours using the correct regular rates of pay. Employer failed to include all applicable remuneration in the regular rate of pay calculations.

As a result of the foregoing practices, Employer failed to pay Mr. Segundo 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.16 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Segundo and Aggrieved Employees therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (18)(A) of IWC Wage Order No. 16; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

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

Employer failed to provide Mr. Segundo and Aggrieved Employees with legally compliant 30-minute meal periods. Employer also required Mr. Segundo and Aggrieved Employees to work more than five (5) hours per day without timely uninterrupted 30-minute meal periods. Further, Mr. Segundo 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. Segundo and Aggrieved Employees to work through their 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.



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Employer's policies, practices, and procedures caused these violations and prevented Mr. Segundo and other Aggrieved Employees from taking timely, complete and duty-free meal periods. Amongst other reasons: (1) Employer did not have legally-compliant meal period policies and systematically disregarded its own purported meal period policies; (2) Employer's management failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Segundo 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. Segundo 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. Segundo and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employer's policy and culture prevented Mr. Segundo and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority Employer placed on completing assignments over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Segundo 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. 16 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Segundo and Aggrieved Employees therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (18)(A) of IWC Wage Order No. 16; penalties pursuant to 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. Segundo and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Mr. Segundo and Aggrieved Employees to work through rest periods. Mr. Segundo 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. Segundo 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. Segundo and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures caused these violations and prevented Mr. Segundo and other Aggrieved Employees from taking timely and complete rest periods. Amongst other reasons: (1) Employer did not have legally-compliant rest period policies and systematically disregarded its own purported rest period policies; (2) Employer's management failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform



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and train Mr. Segundo 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. Segundo 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. Segundo and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; and (6) Employer's policy and culture prevented Mr. Segundo and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job assignments over employees right to receive rest periods.

Mr. Segundo 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. 16 and California Labor Code sections 226.7, and 1198.

Mr. Segundo and Aggrieved Employees will seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (18)(A) of IWC Wage Order No. 16; 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 failed to timely pay all wages earned because Mr. Segundo and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Segundo and Aggrieved Employees will 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 PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Segundo and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer failed to maintain accurate records relating to Mr. Segundo and Aggrieved Employees' work



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periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 16 and California Labor Code sections 1198.5 and 1174(d).

Mr. Segundo and Aggrieved Employees will seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (18)(A) of IWC Wage Order No. 16; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. 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. 16 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant period, Mr. Segundo 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, gas and mileage, water, tools and equipment, including cutters, nail guns, paint brushes, and hammer.

Accordingly, Employer violated IWC Order No. 16 and California Labor Code sections 2800 and 2802.

Mr. Segundo and Aggrieved Employees will seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (18)(A) of IWC Wage Order No. 16; and attorneys' fees and costs.

8. FAILURE TO PROVIDE POTABLE WATER AND HAND WASHING MATERIALS

Pursuant to Labor Code section 1198 "... the standard conditions of labor fixed by the commission ... shall be ... the standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." IWC Wage Order No. 16, paragraph 10(c) requires employers to provide an adequate supply of potable water, soap or other suitable cleansing agent, and single use towels for handwashing. Employer failed to provide Mr. Segundo and Aggrieved Employees with potable water, soap or other suitable cleansing agent, and single use towels for handwashing. Accordingly, Employer violated Labor Code section 1198 and IWC Order No. 16.

Mr. Segundo and Aggrieved Employees will seek PAGA default penalties; penalties pursuant to paragraph (18)(A) of IWC Wage Order No. 16; and attorneys' fees and costs.

Therefore, on behalf of the State of California and all Aggrieved Employees, Mr. Segundo will seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.



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Very Truly Yours,

Ryan Chuman

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