

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

01/22/2025 at 02:05:16 PM

By: Damaree Franklin,
Deputy Clerk

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 Julian Burns King (Bar No. 298617)
4 julian@kingsiegel.com
5 **KING & SIEGEL LLP**
6 724 South Spring Street, Suite 201
7 Los Angeles, California 90014
8 tel: (213) 465-4802
9 fax: (213) 465-4803

7 Xavier Villegas (Bar No. 293232)
8 xavier@xaviervillegaslaw.com
9 **LAW OFFICE OF XAVIER VILLEGAS, APC**
10 2390 Las Posas Road, C168
11 Camarillo, CA 93010
12 tel: (805) 250-7488
13 fax: (805) 250-7499

11 Attorneys for Plaintiff and Putative Class

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF ALAMEDA**

14
15 **Carlos Ivan Rodriguez Jr.**, individually and
16 on behalf of all similarly situated
17 individuals,

18 Plaintiff,

19 vs.

20 **Chrisp Company**, a California corporation;
21 **Robert P. Chrisp**, an individual; and **Does**
22 **1-10**, inclusive;

23 Defendants.

CASE NO. **25CV107769**

CLASS ACTION COMPLAINT FOR:

- 1) **Failure to Pay Minimum Wage for All Hours Worked (Lab. Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198);**
- 2) **Failure to Pay Overtime Wages (Lab. Code §§ 510 and 1198);**
- 3) **Failure to Provide Meal Periods or Premium Pay In Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198);**
- 4) **Failure to Provide Rest Periods or Premium Pay In Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198);**
- 5) **Failure to Provide and Maintain Complete and Accurate Wage Statements (Lab. Code §§ 226 and 1174);**
- 6) **Failure to Provide Wages When Due (Lab. Code §§ 201-204);**
- 7) **Failure to Reimburse Necessary**

10) Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices).

1 Plaintiff, Carlos Ivan Rodriguez Jr., hereby brings this action on behalf of himself and all other
2 similarly situated current and former employees, by and through his counsel of record, and alleges
3 as follows:

4 **PARTIES**

5 1. At all relevant times for this Complaint, Plaintiff **Carlos Ivan Rodriguez Jr.** (“Plain-
6 tiff”) is a resident of Solano County, California. Plaintiff was an hourly, non-exempt employee of De-
7 fendants from approximately May 18, 2024 to June 4, 2024. Plaintiff has been subject to the policies
8 and practices described in this complaint at all times during his employment at Defendants.

9 2. Defendant **Chrisp Company** (“ChrispCo”) is a California corporation with a principal
10 place of business located at 43650 Osgood Road, Fremont, Alameda County, CA 94539. Chrisp Com-
11 pany provides roadway improvement production installations in California and has offices in the
12 San Francisco Bay Area, the Central Valley, and the Inland Empire in Southern California. On infor-
13 mation and belief, ChrispCo employs at least 50 hourly, non-exempt employees.

14 3. Defendant **Robert P. Chrisp** (“Mr. Chrisp”) is an individual who, on information and
15 belief, resides in the County of Alameda. Upon information and belief, Mr. Chrisp is the Chief Execu-
16 tive Officer of ChrispCo. Per Labor Code § 558.1, since Mr. Chrisp is a managing agent, director,
17 and/or officer of ChrispCo and, upon information and belief, as he caused or directed the acts de-
18 scribed herein, he is personally liable for the penalties sought under PAGA for predicate violations
19 of the Labor Code.

20 4. Plaintiff is not currently aware of the names and true identities of defendants Does 1-
21 10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
22 when this information is available. Each Doe defendant is responsible for the damages alleged pur-
23 suant to each of the causes of action asserted, either through its own conduct, or vicariously through
24 the conduct of others. All further references in this complaint to any of the named Defendants in-
25 cludes the fictitiously named defendants.

26 5. At all times alleged herein, each Defendant was an agent, servant, joint employer, em-
27 ployee, partner, and/or joint venture of every other Defendant and was acting within the scope of
28 the Defendants’ relationship. Moreover, the conduct of every Defendant was ratified by each other

1 Defendant.

2 **VENUE AND JURISDICTION**

3 6. The court has jurisdiction over all causes of action in this complaint pursuant to Arti-
4 cle VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
5 California statutes and law, including the Labor Code and the Business & Professions Code. Because
6 putative class members were employed by Defendants, the policies and practices complained of
7 herein were implemented in Alameda County where Defendants operate their principal place of
8 business, and Defendants transact business within Alameda County, Defendants are within the ju-
9 risdiction of the court for service of process. Moreover, Business & Professions Code § 17204 pro-
10 vides that any person acting on their own behalf may bring an action in any court of competent
11 jurisdiction.

12 7. Venue as to Defendants is proper in this Superior Court pursuant to California Code
13 of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ
14 putative class members in this County, and the acts and omissions alleged herein took place in this
15 county. Moreover, this action is brought on behalf of the State of California as a private attorney
16 general and has jurisdiction in this venue.

17 **CLASS ACTION ALLEGATIONS**

18 8. On information and belief, at all times relevant to this Complaint, Defendants have
19 implemented a uniform time clock rounding policy that results in Class Members being consistently
20 denied minimum wages and overtime compensation for all hours worked. On information and be-
21 lief, rather than paying wages based on time actually worked, Defendants round each clock-in and
22 clock-out time, regardless of when an employee clocks in to start and/or end a shift, resulting in the
23 systematic underpayment of employee wages over time and in the aggregate.

24 9. Further, as a matter of uniform and systematic policy, Defendants also failed to au-
25 thorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to
26 Labor Code § 226.7 based on several uniform policies and practices.

27 10. *First*, on information and belief, Defendants operated under a uniform and systematic
28 policy or practice that discouraged and/or deterred Plaintiff and Class Members from taking lawful

meal periods until after their fifth hour of work because they were instructed to prioritize completing assigned tasks by scheduling meal periods with their manager to “ensure adequate staffing coverage” rather than taking compliant breaks.

11. *Second*, on information and belief, Defendants operated under a uniform and systematic policy or practice that discouraged and/or deterred Plaintiff and Class Members from taking lawful rest periods because of understaffing, interruptions, and/or they were instructed to prioritize completing assigned tasks over taking breaks, including an unofficial policy and/or practice that only allowed a five-minute break under threat of reprimand and/or discipline.

12. *Third*, on information and belief, as a result of its rounding policies, Defendants implemented an auto-deduct policy subtracting 30-minutes of time worked from employees for each shift worked regardless of meal period length or whether compliant meal periods were taken.

13. *Fourth*, on information and belief, Defendants’ rounding policy resulted in short or truncated meal periods being considered a full 30-minute meal period for payroll and premium pay purposes.

14. Accordingly, Defendants failed to authorize and permit compliant meal and rest periods as required by law. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying premium wages compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

15. Additionally, on information and belief, Defendants further operate under a uniform and systemic policy or practice that fails to reimburse Plaintiff and Class Members for necessary business expenditures, such as using their personal cellular phones to discharge their duties.

16. Plaintiff therefore brings this action on behalf of himself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one 3.5-hour shift as a non-exempt direct-hire or agency employee for Defendant in the State of California from the period four years prior to the filing of the Action and the date of trial (“Class”).

17. Common methods of proof exist for determining these issues on a class-wide basis,

1 including but not limited to, Defendants' employment records, payroll records, timesheets, policies,
2 and disciplinary records.

3 18. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least
4 50 Class Members have been employed as non-exempt employees by Defendants within the state
5 of California. The number of Class Members is sufficiently numerous such that joinder of all mem-
6 bers is impossible or impracticable.

7 19. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other
8 Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties
9 were typical of Class Members in all relevant respects.

10 20. **Adequacy.** There are no material conflicts between the claims of the representative
11 Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands
12 her obligation to inform the Court of any relationship, conflicts, or differences with any Class Mem-
13 ber. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is in-
14 vested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff
15 has retained competent counsel experienced in both class action and employment litigation. Plain-
16 tiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery,
17 certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff
18 have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be
19 necessarily expended for the prosecution of this action for the substantial benefit of each Class
20 Member.

21 21. **Existence and Predominance of Common Issues.** Common questions of law and
22 fact exist as to all Class Members and predominate over issues affecting individual Class Members,
23 including, but not limited to:

- 24 a. Whether Defendants had a common policy and/or practice of rounding non-
25 exempt employees' time records to the detriment of those employees;
- 26 b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff
27 and Class Members at a minimum wage for all hours worked as a result of its
28 rounding policies;

- c. Whether Defendants have a common policy and/or practice of failing to pay PTO wages to employees to the detriment of those employees;
- d. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class members for PTO wages earned as a result of its PTO policy(ies);
- e. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages as a result of its rounding policies;
- f. Whether Defendants have a common policy and/or practice of failing to accurately record non-exempt employees' time;
- g. Whether Defendants unlawfully required Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;
- h. Whether Defendants have a common policy and/or practice by which they implemented an "auto-deduct" of 30 minutes or more for employees for meal periods regardless of whether employees took a meal period or its actual length;
- i. Whether Defendants' auto-deduct policy and practice unlawfully deprives employees of wages earned;
- j. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- k. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- l. Whether Defendants paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;
- m. Whether Defendants have a common policy and/or practice of failing to reimburse employees for necessary business expenditures;
- n. Whether Defendants have a common policy and/or practice of discriminating against employees who attempt to exercise their rights to or exercises their rights to use accrued and available sick time;
- o. Whether Defendants have a common policy and/or practice of subjecting

employees to discipline for attempting to exercise their rights to or exercising their rights to use accrued and available sick time;

p. Whether Defendants have a common policy and/or practice of denying employees the right to use accrued and available sick time;

q. Whether Defendants have a common policy and/or practice of denying employees the right to carry over to the following year of employment accrued and available sick time;

r. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

s. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

t. Whether Defendants have a common policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

u. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

v. Whether Defendants have a common policy and/or practice of failing to comply with records requests from Plaintiff and Class Members in the State of California in violation of Labor Code §§ 226 and 1198.5;

w. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

x. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;

y. Whether Defendants have a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210;

z. Whether Defendants has a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;

- 1 aa. Whether Defendants unlawfully and/or willfully failed to promptly pay com-
2 pensation due to Plaintiff and Class Members upon termination of employ-
3 ment in violation of Labor Code §§ 201, 202, and 203;
- 4 bb. Whether Plaintiff and Class Members sustained damages as a result of any of
5 the aforementioned violations, and, if so, the proper measure of those dam-
6 ages, including interest, penalties, costs, attorneys' fees, and equitable relief;
7 and
- 8 cc. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
9 Code § 17200, *et seq.*, by violating the above provisions of law.
- 10 dd. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
11 Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by de-
12 priving them of meal and/or rest periods, failing to provide them with com-
13 pensation in lieu of meal and/or rest periods, failing to pay all regular and
14 overtime wages earned, failing to pay wages upon termination, failing to reim-
15 burse business expenses, failing to comply with sick leave laws, failing to fur-
16 nish accurate and timely itemized wage statements upon payment of wages,
17 and failing to timely pay all compensation due during employment and upon
18 discharge.

19 22. **Superiority.** A class action is superior to other available means for the fair and effi-
20 cient adjudication of this dispute. The damages suffered by individual Class Members, while sub-
21 stantial, are small compared to the burden and expense of individual prosecution of the complex
22 and expensive litigation necessary to address Defendants' conduct. Even if Class Members them-
23 selves could afford individual litigation, the court system would be overwhelmed by individual law-
24 suits if all Class Members sought redress. In addition, individualized litigation increases the delay
25 and expense to all parties and to the court system resulting from the complex legal and factual issues
26 of this case. Individualized litigation also presents a potential for inconsistent or contradictory judg-
27 ments. By contrast, the class action device presents far fewer management difficulties; it allows the
28 hearing of claims which might otherwise go unaddressed because of the relative expense of bringing

individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198

Unpaid Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

23. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

24. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 ("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.").

25. Under applicable California law, rounding of time is only allowed when the policy is "fair and neutral on its face and it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked." *See's Candy Shops, Inc. v. Superior Court*, 210 Cal. App. 4th 889, 907 (2012); *see also* 29 C.F.R. § 785.48 ("For enforcement purposes this practice of computing working time will be accepted, provided that it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.").

26. Defendants employed a timeclock rounding policy that consistently and as a matter of common policy and practice that resulted, over time, in the failure to compensate Class Members properly for all the time they actually worked.

27. As an independent and separate violation of the California mandates regarding prompt and full payment of earned wages, Defendants operated an illegal vacation pay policy

1 through the period in this Complaint. “It is the public policy of the State of California that vacation
2 pay is protected.” DLSE Op. Ltr. (Sept. 24, 1990) at p. 3. More specifically, “[i]t is established that
3 vacation pay is not a gratuity or a gift, but is, in effect, additional wages for services performed.”
4 *Suastez v. Plastic Dress-Up Co.*, 31 Cal.3d 774, 779 (1982) (citing *People v. Bishop*, 56 Cal.App.3d 8,
5 11 (1976)).¹

6 28. This policy is encapsulated by Labor Code section 227.3, which provides that, “when-
7 ever a contract of employment or employer policy *provides for paid vacations*, and an employee is
8 terminated without having taken off his vested vacation time, all vested vacation shall be paid to
9 him as wages at his final rate in accordance with [the employee’s] contract of employment or em-
10 ployer policy respecting eligibility or time served.” Lab. Code § 227.3.

11 29. Because vacation pay qualifies as vested wages, “an employment contract or em-
12 ployer policy *shall not* provide for forfeiture of vested vacation time upon termination.” *Id.* In inter-
13 preting these provisions, the Labor Commissioner and courts are directed to “apply the principles
14 of equity and fairness.”

15 30. Accordingly, the Labor Commissioner has repeatedly found that “California law *re-*
16 *quires* that vacation be earned *day-by-day* and that it vest in that manner as well.” DLSE Op. Ltr.
17 (Aug. 18, 1993) (emphasis original). “The acceptable methods of granting vacation *must* be based
18 on a proportionate accrual and *cannot have a forfeiture component*.” DLSE Op. Ltr. (Mar. 16, 1987)
19 (emphasis added).

20 31. In interpreting section 227.3, the court in *Suastez* observed that employers may come
21 up with new and creative ways of depriving employees of earned vacation wages. In light of this
22 concern, “the ‘frustration of purpose’ doctrine can also afford relief” to employees whose employers
23 impose onerous or inequitable conditions on an employee’s right to earned vacation time. In gen-
24 eral, the *Suastez* court noted, “California courts have already recognized that the principles of equity
25

26 ¹ “A vacation with pay is in effect additional wages. It involves a reasonable arrangement to secure
27 the well being of employees and the continuance of harmonious relations between employer and
28 employee.” *Suastez*, 31 Cal.3d at 779 (quoting *In re Wil-Low Cafeterias*, 111 F.2d 429 (2d Cir. 1940)).

1 and justice weight in favor of granting relief to employees who are denied payment for earned va-
2 cation pay.” *Suastez*, 31 Cal.3d at 783–84.

3 32. Applying section 227.3 and *Suastez*, the Labor Commissioner has continually rejected
4 employers’ efforts to avoid paying employees for earned vacation wages.

5 33. Defendants implemented an express policy and practice whereby they combined
6 “Paid Time-Off (PTO) is an all-purpose time-off policy, combining traditional vacation and sick days
7 into one flexible, paid time off policy[]” that, on information and belief, denied earned wages owed
8 to Plaintiff and Class Members.

9 34. When this “all-purpose” policy was implemented, Defendants, on information and be-
10 lief, forced Class Members to *forfeit* their accrued and vested PTO, rather than paying it out as re-
11 quired.

12 35. Moreover, Defendants’ unlawful “all-purpose” policy expressly prevented employees
13 from carrying over unused sick leave and required them to forfeit any excess balance from year to
14 year: “[t]here is no carry-over of unused sick leave from year-to year.”

15 36. Such policy is illegal: the “DLSE has repeatedly found vacation policies which provide
16 that all vacation must be taken in the year it is earned (or in a very limited period following the
17 accrual period) are unfair and will not be enforced by the Division.” DIR, Vacation Policy FAQ, *avail-*
18 *able at* https://www.dir.ca.gov/dlse/faq_vacation.htm.

19 37. Defendants operated a policy and practice that denied Plaintiff and Class Members
20 wages for earned paid time off.

21 38. Defendants operated a policy and practice that denied Plaintiff and Class Members
22 wages for earned vacation hours.

23 39. Defendants knew or should have known that Plaintiff and Class Members were not
24 being adequately and/or fully compensated for all time as required by law.

25 40. This conduct blatantly and willfully violates California Labor Code sections 1182.12,
26 1194, 1197, 1197.1, and 1198.

27 41. As a result of Defendants’ failure and refusal to comply with California law, Plaintiff
28 and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus

injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

42. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

43. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

44. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

45. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week, because all hours worked were not recorded as a direct consequence of Defendants' rounding policy and/or failure to compensate employees for all time worked.

46. Defendants also operated under a uniform and systematic express policy that required prior authorization before employees could work overtime hours: "All overtime must be authorized in advance by the employee's supervisor."

47. Defendants knew or should have known that its policies and practices resulted in Plaintiff and Class Members working unpaid overtime but failed to pay it at the correct regular rate.

48. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover

1 their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

2 **THIRD CAUSE OF ACTION**

3 ***California Labor Code §§ 226.7, 512(a), and 1198***

4 ***Failure to Provide Meal Periods or Premium Pay In Lieu Thereof***

5 **(Plaintiff and Class Against Defendants)**

6 49. Plaintiff incorporates by reference every allegation in this complaint as if fully set
7 forth herein.

8 50. At all times relevant to this complaint, Defendants knew they were obligated to pro-
9 vide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512
10 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an em-
11 ployee for a work period of more than five hours per day without providing the employee with a
12 meal period of not less than 30 minutes. An employer may not employ an employee for a work pe-
13 riod of more than 10 hours per day without providing the employee with a second meal period of
14 not less than 30 minutes."

15 51. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require
16 an employee to work during any meal period mandated by an applicable order of the IWC. "An off-
17 duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-mi-
18 nute meal period . . . an employer's obligation is to provide an off-duty meal period: an uninterrupted
19 30-minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior*
20 *Court*, 53 Cal. 4th 1004, 1035 (2012).

21 52. Since at least four years prior to the filing of this action, Defendants consistently de-
22 nied their non-exempt employees the opportunity to take compliant 30-minute meal periods in ac-
23 cordance with the above mandates.

24 53. Upon information and belief, Defendants' rounding policy applied to meal period
25 clock-in and clock-outs and frequently resulted in automatic adjustments to time records for meal
26 periods that were less than 30-minutes but characterized for payroll purposes as having lasted for
27 30-minutes. *See Donohue v. Amn Servs.*, 11 Cal.5th 58, 69 (Cal. 2021) ("By requiring premium pay
28 for any violation, no matter how minor, the structure makes clear that employers must provide

compliant meal periods whenever such a period is triggered. This corroborates the conclusion that rounding is improper []. A premium pay scheme that discourages employers from infringing on meal periods by even a few minutes cannot be reconciled with a policy that counts those minutes as negligible rounding errors.”).

54. Defendants also operated under a uniform and systematic express policy that violated employees’ meal period rights and protections: “If an employee. . .does not take a full meal break or does not take it in a timely manner and fails to notify his/her supervisor, it will be presumed that the employee voluntarily waived the timely meal break.”

55. Defendants further operated under a uniform and systematic express policy that deterred and/or discouraged employees from taking lawful meal periods because it interfered with their ability to freely leave the premises: “Non-exempt/hourly employees also must record their time whenever they leave the building for any reason other than on the Employer’s business.”

56. Defendants’ policies and practices served to deprive the Class of a full 30-minute break period free of employer control or relieved of all duties. Upon information and belief, employees were required to skip breaks, take breaks after the fifth hour of work, or work through them due to Defendants’ policies and practices.

57. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result of Defendants’ formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

58. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required meal period was not provided.

FOURTH CAUSE OF ACTION

Labor Code §§ 226.7 and 1198

Failure to Provide Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

59. Plaintiff incorporates by reference every allegation in this complaint as if fully set

1 forth herein.

2 60. At all times relevant to this complaint, Defendants knew they were obligated to pro-
3 vide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

4 61. Labor Code § 226.7 provides:

5 (a) No employer shall require any employee to work during any meal or
6 rest period mandated by an applicable order of the Industrial Welfare Com-
7 mission.

8 (b) If any employer fails to provide an employee a meal period or rest pe-
9 riod in accordance with an applicable order of the Industrial Welfare Com-
10 mission, the employer shall pay the employee one additional hour of pay at
11 the employee's regular rate of compensation for each work day that the meal
12 or rest period is not provided.

13 62. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an em-
14 ployee to work during any rest or meal period mandated by an applicable order of the IWC, includ-
15 ing the applicable Wage Order. Employers must authorize and permit employees to be relieved of
16 all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."² *Au-*
17 *gustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

18 63. Employees must also be free to leave the employer's premises during their rest pe-
19 riod. *See id.* at 270 ("In the context of a 10-minute break that employers must provide during the
20 work period, a broad and intrusive degree of control exists when an employer requires employees
21 to remain on call and respond during breaks. An employee on call cannot take a brief walk—five
22 minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to
23 respond. Employees similarly cannot use their 10 minutes to take care of other personal matters
24 that require truly uninterrupted time."); *see also* Department of Industrial Relations, "Rest Periods,"

25 _____
26 ² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department
27 of Industrial Relations, "Rest Periods/Lactation Accommodations," available at
28 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the
work premises during my rest period? A. No, your employer cannot impose any restraints not in-
herent in the rest period requirement itself.")

1 available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I
2 stay on the work premises during my rest period? A. No, your employer cannot impose any re-
3 straints not inherent in the rest period requirement itself.”).

4 64. Defendants failed to authorize or permit all required compliant paid rest periods for
5 shifts between 3.5 and ten hours. Defendants further failed to authorize or permit a compliant third
6 rest period for shifts in excess of 10 hours. Defendants also failed to implement a lawful rest period
7 policy that relieved Plaintiff and Class Members from all duties and/or allowed them to leave their
8 jobsite during rest periods.

9 65. Specifically, on information and belief, Defendants operated under a uniform and sys-
10 tematic policy or practice that discouraged and/or deterred Plaintiff and Class Members from taking
11 lawful rest periods because of understaffing, interruptions, and/or they were instructed to priori-
12 tize completing assigned tasks over taking breaks, including the continuing use of a two-way radio
13 that is expressly required: “Two way radios must be turned on at all times while working.”

14 66. Defendants also operated under a uniform and systematic express policy that violated
15 employees’ rest period rights and protections: “If an employee...does not take a full rest break or
16 does not take it in a timely manner, and fails to notify his/her supervisor, it will be presumed that
17 the employee voluntarily waived the rest break.”

18 67. Defendants further operated under a uniform and systematic express policy that de-
19 terred and/or discouraged employees from taking lawful rest periods because it interfered with
20 their ability to freely leave the premises: “Non-exempt/hourly employees also must record their
21 time whenever they leave the building for any reason other than on the Employer’s business.”

22 68. As a direct and proximate result of Defendants’ willful and unlawful conduct, Plaintiff
23 and Class Members have sustained damages, including lost compensation resulting from missed or
24 non-compliant rest periods, in an amount to be established at trial.

25 69. Pursuant to the applicable Wage Order and Labor Code § 226.7(b), Plaintiff and Class
26 Members are entitled to recover from Defendants an additional hour of pay at their regular rates of
27 pay for each shift that a compliant rest period was not provided. Defendants were aware that their
28 actions were a violation of applicable law but consistently refused to pay premium pay as required

1 by law.

2 **FIFTH CAUSE OF ACTION**

3 ***Labor Code §§ 226 and 1174***

4 ***Failure to Provide Complete and Accurate Wage Statements***

5 **(Plaintiff and Class Against Defendants)**

6 70. Plaintiff repeats and incorporates by reference all allegations contained in the pre-
7 ceding paragraphs as if fully set forth herein.

8 71. Labor Code § 226 requires employers to furnish employees with an accurate, item-
9 ized statement in writing showing, among other things, (1) gross wages earned; (2) total hours
10 worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages
11 earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the
12 employee and the last four digits of his or her social security number; (7) the name and address of
13 the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay pe-
14 riod and the corresponding number of hours worked at each hourly rate by the employee.

15 72. At all times relevant to this complaint, Defendants' rounding policy ensured that Class
16 Members' itemized wage statements did not reflect the true number of hours worked by the em-
17 ployee, and thus inaccurately reflected the amount of gross and net wages earned for both minimum
18 and overtime wages. In addition, Defendants' failure to pay premium wages for missed meal and/or
19 rest periods further ensured that Class Members' wage statements inaccurately reflected gross and
20 net wages earned.

21 73. Defendants have also failed to keep accurate payroll records for Plaintiff and Class
22 Members in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
23 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Class Mem-
24 bers' ability to calculate unpaid wages earned.

25 74. Injury. Defendants knowingly and intentionally failed to comply with Labor Code
26 § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly
27 situated were injured by these failures because, among other things, they were confused about
28 whether they were paid properly and/or they were misinformed about how much compensation

1 was owed. These damages include, but are not limited to, costs incurred calculating the correct net
2 wages for each pay period and the amount of employment taxes that were not paid to state and
3 federal tax authorities.

4 75. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
5 of not being provided with an accurate itemized wage statement is entitled to recover the greater
6 of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100)
7 dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plain-
8 tiff and all others similarly situated are entitled to injunctive relief to ensure Defendant's compli-
9 ance with Labor Code § 226, as well as attorney's fees and costs of suit.

10 76. As a separate basis for liability under California's Private Attorneys General Act, De-
11 fendants failed to timely provide Plaintiff, and Similarly Aggrieved Employees, records in response
12 to his payroll records requests per Labor Code § 226³ and personnel records per Labor Code §
13 1198.5.⁴

14 **SIXTH CAUSE OF ACTION**

15 ***Labor Code §§ 201, 202, 203, and 204***

16 ***Failure to Pay Wages When Due***

17 ***(Plaintiff and Class Against Defendants)***

18 77. Plaintiff incorporates by reference all allegations contained in the preceding para-
19 graphs as if fully set forth herein.

20 78. Labor Code § 201 provides, in relevant part, that:

21 If an employee not having a written contract for a definite period quits his or
22
23

24 ³ California Labor Code Section 226(c) states, in pertinent part, "An employer who receives a written
25 or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a
26 current or former employee shall comply with the request as soon as practicable, but no later than
21 calendar days from the date of the request."

27 ⁴ California Labor Code Section 1198.5(b)(1) states, in pertinent part, "The employer shall make the
28 contents of those personnel records available for inspection to the current or former employee, or
his or her representative...not later than 30 calendar days from the date the employer receives a
written request[.]"

her employment, his or her wages⁵ shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

79. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California facility. Plaintiff's contract of employment did not include a definite term.

80. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

81. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

82. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, overtime wages, and meal and rest period premiums resulting from its

⁵ Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment."

deficient timekeeping and meal and rest period policies.

83. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

84. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

SEVENTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff and Class Against Defendants)

85. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this paragraph, all the allegations of this Complaint.

86. Labor Code section 2802 provides that "[a]n employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

87. Defendants required Plaintiff and Class Members to use their personal cellphones in the regular course of employment by answering texts and calls from their supervisor(s) while at work or on a break, for purposes of scheduling and re-scheduling future work, being assigned tasks, and/or general administrative matters.

88. Defendants failed to reimburse a reasonable portion of the Class Members' personal cellphone and/or vehicle related expenses despite requiring the use of the device and/or vehicle. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.").

89. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and costs. Lab. Code § 2802.

EIGHTH CAUSE OF ACTION

Labor Code §§ 233, 245, et seq.

Violation of California's Sick Leave Laws

(Plaintiff and Class Against Defendants)

90. Plaintiff incorporates by reference all the allegations of this Complaint as though fully set forth herein.

91. California Labor Code § 246(d) provides in pertinent part, “Accrued paid sick days shall carry over to the following year of employment.”

92. California Labor Code § 246.5(a)(1) provides in pertinent part, “Upon the oral or written request of an employee, an employer shall provide paid sick days for...[d]iagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employees’ family member.”⁶

93. California Labor Code § 246.5(c)(1) further provides that “[a]n employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, [or] attempting to exercise the right to use accrued sick days[.]”

⁶ There is no absolute requirement that an employee provide advance notice in advance of taking sick leave. Rather, “If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.” Lab. Code § 246(m).

94. California Labor Code § 233(c) provides in pertinent part, “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventative care of a family member[.]”⁷

95. On information and belief, Defendants operated under a uniform and systemic sick leave policy or practice that resulted in Plaintiff and Class Members being routinely denied their right to use accrued and available sick days to care for themselves and/or a family member because it required employees to forfeit accrued and available but unused sick leave hours from year to year: “There is no carry-over of unused sick leave from year-to year.”

96. Plaintiff and Class Members are entitled to backpay, front pay (or reinstatement), equitable and injunctive relief, and reasonably attorney's fees and costs, in an amount subject to proof at trial. Lab. Code §§ 233, 234.

NINTH CAUSE OF ACTION

Labor Code §§ 558, 2698, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Class Against Defendants)

97. Plaintiff incorporates by reference all the allegations of this Complaint as though fully set forth herein.

98. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders. These penalties are in addition to any other relief available under the Labor Code and are allocated seventy-five percent to the Labor and Workforce Development Agency and twenty-five percent to the affected employees.

⁷ It is unlawful for an employer to designate an employee's use of their accrued sick leave. Rather, "The designation of sick leave taken for these reasons shall be made at the sole discretion of the employee. Lab. Code § 233(a).

1 99. These penalties may be “stacked” separately for each of Defendants’ violations of the
2 Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17
3 n.77 (C.D. Cal. June 22, 2012) (“[F]ederal courts applying California law have concluded that stack-
4 ing is appropriate.”); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL
5 3548370, at *7 (N.D. Cal. June 30, 2016) (“Finally, Plaintiff ignore the potential for stacking of PAGA
6 penalties related to wage-and-hour claims other than the gratuities and expense reimbursement
7 claim, i.e., meal and rest breaks, minimum wage and overtime, and workers’ compensation.”).

8 100. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendants
9 during the applicable statutory period and suffered the Labor Code violations alleged herein. Ac-
10 cordingly, he seeks to recover, on behalf of himself and all other current and former aggrieved em-
11 ployees of Defendants, the civil penalties provided by PAGA, including civil penalties for Defendants’
12 violations of Labor Code §§ 201, 202, 203, 204, 233, 245, 226, 226.7, 510, 512, 558, 1182.12, , 1174,
13 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and the applicable Industrial Wage Order, plus reason-
14 able attorneys’ fees and costs.

15 101. Representative Action. Plaintiff seeks to recover the PAGA civil penalties through a
16 representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior*
17 *Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required, but
18 Plaintiff may choose to seek certification of the PAGA claims.

19 102. Labor Code § 2699(a), which is part of PAGA, provides:

20 Notwithstanding any other provision of law, any provision of this code that
21 provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency or any of its departments, divisions, com-
23 missions, boards, agencies, or employees, for a violation of this code, may, as
24 an alternative, be recovered through a civil action brought by an aggrieved
25 employee on behalf of themselves or themselves and other current or former
26 employees pursuant to the procedures specified in § 2699(a).

27 103. Penalties. Labor Code § 2699(f), which is part of PAGA, provides:

28 For all provisions of this code except those for which a civil penalty is

specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

104. Based on the foregoing, Plaintiff and aggrieved employees are entitled to civil penalties, to be paid by Defendants and allocated as required by PAGA in the following formula: (a) in an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for each subsequent violation per employee per pay period. Plaintiff, the aggrieved employees, and the State of California are entitled to recover the maximum civil penalties allowed by law for the violations of the Labor Code and the applicable IWC Wage Order as alleged in this Complaint.

105. Plaintiff is also entitled to recover for himself, other aggrieved employees, and the State of California, civil penalties pursuant to Labor Code § 210 (entirely independent and apart from, any other penalty provided in this article) in the amount of \$100 per employee per initial violation of the timely payment requirements of Labor Code § 240 (semimonthly payments) and \$200 per employee for each subsequent violation, plus 25% of the amount unlawfully withheld, and Labor Code § 558 in the amount \$50 per underpaid employee for each pay period for which the employee was underpaid and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.

106. Procedural Requirements Met. Plaintiff electronically filed a notice of claims with the LWDA contemporaneously with this Complaint on January 22, 2025 and sent a copy to Defendants by certified mail. Plaintiff has not received notice from the LWDA that it was exercising jurisdiction over the allegations set forth in the notice. As of 65 days from date of electronic filing, all requirements for administrative exhaustion for bringing these PAGA claims will have been met. Labor Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

1 **TENTH CAUSE OF ACTION**

2 ***California Business & Professions Code §§ 17200, et seq.***

3 ***Unlawful Business Practices***

4 **(Plaintiff and Class Against Defendants)**

5 107. Plaintiff repeats and incorporate by reference every allegation in this complaint as if
6 fully set forth herein.

7 108. Defendants ChrispCo and Mr. Chrisp are “persons” as defined by California Business
8 & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint
9 stock companies, and/or associations.

10 109. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code con-
11 stitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

12 110. Defendants’ failure to abide by the laws discussed herein provided Defendants an un-
13 fair advantage over their competitors at the expense of their workers. Instead, Defendants cuts cor-
14 ners in the name of higher profits and at the expense of employee well-being. Defendants’ actions
15 thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Pro-
16 fessions Code § 17200, et seq.

17 111. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to
18 stop Defendant’s willful and ongoing misconduct, and to seek restitution of the amounts Defendants
19 acquired through the unfair, unlawful, and fraudulent business practices described herein. In addi-
20 tion, Plaintiff seeks an award of costs and attorneys’ fees pursuant to California Code of Civil Proce-
21 dure § 1021.5.

22 **DEMAND FOR JURY TRIAL**

23 Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all
24 issues so triable.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff respectfully prays judgment as follows:

27 A. For an Order:

28 a. Certifying the Class;

- 1 b. Appointing Plaintiff as representative of the Class;
2 c. Appointing Plaintiff's counsel as Class Counsel;
3 B. For actual and liquidated damages according to proof at trial;
4 C. For statutory and civil penalties and special damages, according to proof at trial;
5 D. For pre- and post-judgment interest on monetary damages;
6 E. For preliminary and permanent injunctive relief;
7 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law;
8 and
9 G. For such other relief as this Court deems just and proper.

10
11 Dated: January 22, 2025

Respectfully submitted,
KING & SIEGEL LLP

12
13 By: 
14 Elliot J. Siegel, Esq.
15 Attorneys for Plaintiff and the Putative Class

16 Dated: January 22, 2025

Respectfully submitted,
LAW OFFICE OF XAVIER VILLEGAS, APC

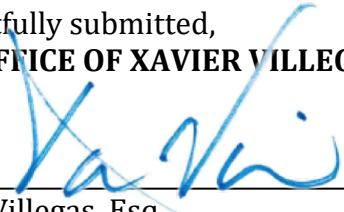
17
18 By: 
19 Xavier Villegas, Esq.
20 Attorney for Plaintiff and the Putative Class
21
22
23
24
25
26
27
28

EXHIBIT A

LAW OFFICE OF
XAVIER VILLEGAS, APC

2390 Las Posas Road, C168
Camarillo, CA 93010

Email: Xavier@XavierVillegasLaw.com
Tel.: (805) 250-7488 | Fax: (805) 250-7499

January 22, 2025

Electronically Filed Via LWDA's PAGA Claim Notice Online Form

Copy Sent Via Certified Mail To:

Chrisp Company and Robert P. Chrisp

c/o Roger M. Mason, Esq.

SWEENEY MASON LLP

983 University Avenue, Suite 104C

Los Gatos, CA 95032

rmason@smlp.com

reb@smlp.com

**Re: *Carlos Ivan Rodriguez Jr. v. Chrisp Company and Robert P. Chrisp;
California Labor Code § 2699.3 Notice of Intent to File Suit***

To Whom It May Concern:

Please be advised that my office hereby provides notice to the Labor and Workforce Development Agency ("LWDA") on behalf of my client Carlos Ivan Rodriguez Jr. of his intent to seek civil penalties against Chrisp Company and Robert P. Chrisp (collectively "Defendants" or "Chrisp Company") pursuant to the Private Attorney General Act of 2004 ("PAGA"), California Labor Code § 2698, *et seq.*

Mr. Rodriguez intends to file a civil action including claims for penalties under PAGA in Alameda County Superior Court on behalf of a group of current and former employees employed within the one-year period preceding the date of this letter (the "Aggrieved Employees") seeking civil penalties arising out of Defendants' violation of the following Labor Code sections¹:

- **California Labor Code §§ 204 and 206 (Unpaid Earned Wages):** Chrisp Company, on information and belief, implemented a uniform time clock rounding policy and practice that resulted in Mr. Rodriguez and similarly Aggrieved Employees being consistently denied minimum wages compensation for all hours worked. Defendants failed to record and/or compensate Mr. Rodriguez and similarly Aggrieved Employees for actual daily hours worked and instead utilized a rounding system that systemically and over time resulted in the underpayment of wages for hours worked. Thus, Defendants failed to record and/or compensate Mr. Rodriguez, and similarly Aggrieved Employees, for their actual daily hours

¹ Mr. Rodriguez Expressly reserves the right to add and/or amend any and all additional labor law violations committed against him or other similarly aggrieved current and former employees.

worked during meal periods. Defendants further operated under an express policy and practice whereby they combined vacation wages earned with accrued sick days and, thus, on information and belief failed to compensate Mr. Rodriguez and similarly Aggrieved Employees for wages earned.

- **California Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime Wages):** Because Mr. Rodriguez and similarly Aggrieved Employees worked shifts equal to or in excess of 8 hours per day and/or 40 hours per week, some or all of the unpaid time described above was required to be paid at applicable overtime rates. Defendants also operated under a uniform and systematic express policy that required prior authorization before employees could work overtime hours. Due to the above-described policies, Chrisp Company failed to record and/or compensate all actual daily and/or weekly overtime hours worked and in turn wages compensation earned by Mr. Rodriguez and similarly Aggrieved Employees.
- **California Labor Code § 512 (Meal Period Violations):** Chrisp Company, on information and belief, implemented an auto-deduct policy subtracting 30-minutes of time worked from Mr. Rodriguez and similarly Aggrieved Employees for each shift worked regardless of meal period length or whether compliant meal periods were taken. Defendants, on information and belief, also operated under a uniform and systematic policy or practice that prioritized adequate staffing coverage over employee meal periods, presumed that unlawful and/or non-compliant meal periods were voluntarily waived by Mr. Rodriguez and similarly Aggrieved Employees, including the continuing use of a two-way radio during breaks, and/or requiring that employees track their time to leave the building for any reason other than on Defendants' business. Defendants further failed to compensate Mr. Rodriguez, and similarly Aggrieved Employees, for premium wages owed when they were not allowed to take a compliant meal period.
- **California Labor Code § 226.7 (Rest Period Violations):** Chrisp Company, on information and belief, operated under a uniform and systematic policy or practice that discouraged and/or deterred Plaintiff and Class Members from taking lawful rest periods because of understaffing, interruptions, and/or they were instructed to prioritize completing assigned tasks over taking breaks, presumed that unlawful and/or non-compliant rest periods were voluntarily waived by Mr. Rodriguez and similarly Aggrieved Employees, including the continuing use of a two-way radio during breaks, and/or requiring that employees track their time to leave the building for any reason other than on Defendants' business. Defendants further failed to compensate Mr. Rodriguez, and similarly Aggrieved Employees, for premium wages owed when they were not allowed to take a compliant rest period.
- **California Labor Code § 2802(a) (Failure to Reimburse Business Expenses):** On information and belief, Chrisp Company required Mr. Rodriguez and similarly Aggrieved Employees to comply with a practice that denied them reimbursements

for business expenses. Mr. Rodriguez, and similarly Aggrieved employees, used their personal cellular phone to complete work-related tasks, including but not limited to participating in communications with management. Because Mr. Rodriguez and similarly Aggrieved Employees used their personal cellular phones to discharge their duties, Chrisp Company should have reimbursed them for all these necessary expenditures.

- **California Labor Code § 233(c) (Violation of California's Kin Care Law):** Chrisp Company implemented a uniform sick leave policy and practice that resulted in Mr. Rodriguez and similarly Aggrieved Employees being consistently denied their right to use accrued and available sick days. Mr. Rodriguez, and similarly Aggrieved Employees, who used or attempted to use accrued and available sick leave were denied the right to use sick leave as required under the Labor Code because Defendant operated under a uniform and systematic express policy that denied the carry-over from year to year of accrued sick time. Because Chrisp Company denied Mr. Rodriguez, and similarly Aggrieved Employees, the lawful use of accrued and available sick leave, Chrisp Company violated California's Kin Care Law.
- **California Labor Code §§ 226(a), and 1174(d) (Inaccurate Wage Statements):** Chrisp Company failed to provide Mr. Rodriguez and similarly Aggrieved Employees compliant wage statements because they failed to accurately show all gross wages earned, premium wages earned, total hours worked by the employee, net regular and overtime wages earned, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee including premium wages owed.
- **California Labor Code § 204/210 (Failure To Timely Pay Wages Penalties):** Chrisp Company failed to pay Mr. Rodriguez and similarly Aggrieved Employees all wages owed on regularly scheduled paydays, including unpaid regular and overtime wages, and unpaid premium wages, because they failed to pay the foregoing wages and applicable penalties.
- **California Labor Code § 203 (Waiting Time Penalties):** Chrisp Company failed to pay Mr. Rodriguez and similarly Aggrieved Employees all wages owed, including unpaid regular and overtime wages, and unpaid premium wages, at termination of employment because they failed to pay the foregoing wages and applicable penalties.

This correspondence serves as notice pursuant to Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of the Aggrieved Employees.

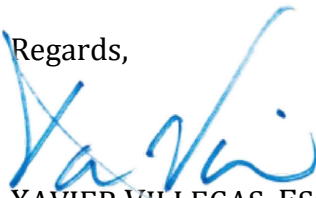
We intend to fully and vigorously prosecute the representative claims alleged in this Notice, including by obtaining civil penalties under PAGA, upon expiration of the applicable notice requirements under PAGA. *See Cal. Lab. Code §§ 2699, et seq.*

Thank you for your anticipated courtesy and assistance regarding this matter.

* * * * *

To Chrisp Company and Robert P. Chrisp:

Plaintiff and the Aggrieved Employees have been seriously harmed by Defendants' actions and we intend to prosecute these claims to the fullest extent of the law. Nonetheless, it is the policy of class counsel to attempt to negotiate an early resolution of all matters. If you are interested in seeking an early resolution through mediation on a representative and class-wide basis, including pre-mediation discovery, please contact the undersigned no later than February 14, 2025.

Regards,

XAVIER VILLEGAS, ESQ.