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9 Attorneys for Plaintiff(s),

10 ARCHIE HASKINS, and all others similarly situated

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

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 ARCHIE HASKINS, on behalf of himself and all
16 others similarly situated, and the general public,
17 and as an "aggrieved employee" on behalf of
18 other "aggrieved employees" and the State of
19 California under the Labor Code Private
20 Attorneys General Act of 2004,

21 *Plaintiff(s),*

22 vs.

23 SINGLE ROOM OCCUPANCY HOUSING
24 CORPORATION, a California corporation; SRO
25 HOUSING CORPORATION, a California
26 corporation; SINGLE ROOM OCCUPANCY,
27 an entity of unknown form; and DOES 1-50,
28 inclusive,

Defendant(s).

FILED

Superior Court of California
County of Los Angeles

04/29/2025

David W. Stoyko, Executive Officer / Clerk of Court

By: S. Drew Deputy

Case No. 25STCV05048

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Wage Statement Penalties (Lab. Code § 226);
4. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
5. Civil Penalties (Lab. Code §§ 2898, et seq.)

JURY TRIAL DEMANDED



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1 Plaintiff, Archie Haskins (hereafter “Plaintiff” or “Haskins”), on behalf of himself and all
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Single Room
9 Occupancy Housing Corporation, a California corporation, Single Room Occupancy, an entity of
10 unknown form, SRO Housing Corporation, a California corporation, and Does 1 through 50,
11 inclusive (collectively “Defendants”).

12 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
13 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
14 related relief. These claims are based on Defendants’ failures to:

- 15 (A) Provide all meal periods;
16 (B) Authorize and permit all rest breaks;
17 (C) Pay premium wages for unprovided meal periods;
18 (D) Pay premium wages for unprovided rest breaks; and
19 (E) Issue only accurate and complete itemized wage statements

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
22 action.

23 **II. THE PARTIES**

24 3. Plaintiff Archie Haskins is a resident of California. At all relevant times, Plaintiff
25 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an
26 “aggrieved employee” within the meaning of Labor Code § 2699 (c).

27 4. Defendant Single Room Occupancy Housing Corporation is a corporation
28 organized and existing under the laws of California and also a citizen of California based on



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1 Plaintiff's information and belief.

2 5. Defendant Single Room Occupancy is an entity of unknown form and also a
3 citizen of California based on Plaintiff's information and belief.

4 6. Defendant SRO Housing Corporation is a corporation organized and existing
5 under the laws of California and also a citizen of California based on Plaintiff's information and
6 belief.

7 7. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
8 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
9 is informed and believes and thereon alleges that said Defendants are legally responsible for the
10 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
11 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
12 when ascertained.

13 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
14 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
15 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
16 within the course and scope of such agency, employment, direction and control, and with the
17 approval and ratification of each of the other Defendants.

18 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
19 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
20 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
21 Members or otherwise complying with their rights in accordance with applicable California labor
22 laws as alleged herein.

23 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
24 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
25 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
26 described class in accordance with applicable laws as alleged herein.

27 **III. CLASS ALLEGATIONS**

28 11. This action has been brought and may be maintained as a class action pursuant to



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1 California Code of Civil Procedure section 382 because there is a well-defined community of
2 interest among the persons who comprise the readily ascertainable class defined below and
3 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
4 a class action.

5 12. **Class Definition:** The Class is defined as follows: All persons Defendants
6 employed in California hourly, non-exempt, including janitorial employees, individuals
7 performing work comparable to the aforementioned, compensated comparably to the
8 aforementioned, individuals in similar positions, at any time during the period beginning four
9 years prior to the filing of this action and ending on the date that final judgment is entered in this
10 action (“Class” or “Class Members”).

11 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
12 right to amend or modify the class definition with greater specificity, by further division into
13 subclasses and/or by limitation to particular issues.

14 14. **Numerosity:** The Class Members are so numerous that the individual joinder of
15 each individual Class Member is impractical. While Plaintiff does not currently know the exact
16 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
17 minimum required for numerosity under California laws.

18 15. **Commonality and Predominance:** Common questions of law and fact exist as to
19 all Class Members and predominate over any questions which affect only individual Class
20 Members. These questions include, but are not limited to:

21 A. Whether Defendants failed to provide the Class Members with all meal
22 periods in compliance with California law;

23 B. Whether Defendants failed to authorize and permit the Class Members to
24 take all rest periods in compliance with California law;

25 C. Whether Defendants knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 D. Whether Defendants engaged in unfair competition within the meaning of
28 Business and Professions Code sections 17200, et seq., with respect to the Class; and



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1 E. Whether Class Members are entitled to restitution of money or property
2 that Defendants may have acquired from them through alleged Labor Code violations.

3 16. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
4 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
5 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
6 Code, the Wage Order, and the Business and Professions Code.

7 17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
8 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
9 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
10 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
11 Members.

12 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
13 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
14 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
15 Plaintiff and absent Class Members.

16 19. **Superiority:** A class action is vastly superior to other available means for fair and
17 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
18 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
19 and efficiently prosecute their common claims in a single forum without the unnecessary
20 duplication of effort and expense that numerous individual actions would entail. In addition, the
21 monetary amounts due to many individual Class Members are likely to be relatively small and
22 would thus make it difficult, if not impossible, for individual Class Members to both seek and
23 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
24 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
25 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

26 **IV. STATEMENT OF FACTS**

27 20. The Wage Order applies to "all persons employed in the public housekeeping
28 industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The



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1 Wage Order defines "Public Housekeeping Industry" to mean

2 any industry, business, or establishment which provides meals, housing, or
3 maintenance services whether operated as a primary business or when incidental
4 to other operations in an establishment not covered by an industry order of the
Commission, and includes, but is not limited to the following:

- 5 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,
6 cafeterias, boarding houses, clubs, and all similar establishments where
7 food in either sold or liquid form is prepared and served to be consumed
8 on the premises;
- 9 (2) Catering, banquet, box lunch service, and similar establishments which
prepare food for consumption on or off the premises;
- 10 (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer
11 parks, office or loft buildings, and similar establishments offering rental
12 of living, business, or commercial quarters;
- 13 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,
14 homes for the aged, and similar establishments offering board or lodging
in addition to medical, surgical, nursing, convalescent, aged, or child care;
- 15 (5) Private schools, colleges, or universities, and similar establishments which
16 provide board or lodging in additional to educational facilities;
- 17 (6) Establishments contracting for development, maintenance or cleaning of
18 grounds; maintenance or cleaning of facilities and/or quarters of
commercial units and living units; and
- 19 (7) Establishments providing veterinary or other animal care services.

20
21 Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants,
22 Haskins, and all of the Class Members were covered by the Wage Order because the Defendants
23 operated, and Haskins, and all of the Class Members, worked for one or more low-income housing
24 facilities. Accordingly, Haskins and all of the other Class Members are entitled to the protections
the Wage Order provides.

25
26 21. On approximately September of 2022, the Defendants began to employ Haskins
27 in Los Angeles in the position of janitor. The Defendants have continuously employed from that
28 time though his last day of work was February 26, 2024.



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22. At all relevant times, the Defendants issued wages to Haskins and all of the other Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Defendants classified Haskins and all of the other Class Members as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

23. At all relevant times, the Defendants failed to provide Haskins and all of the other Class Members with all timely 30-minute, off-duty meal periods. The Single Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay meal periods more than five hours after the start of their work days. The Defendants also failed to pay premium wages for days on which they failed to provide Haskins and all of the other Class Members with meal periods as required by law.

24. At all relevant times, the Defendants failed to authorize and permit Haskins and all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Single Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay rest periods more than four hours after the start of their work days. The Defendants also failed to pay premium wages for days on which they failed to authorize and permit Haskins and all of the other Class Members to take rest breaks as required by law.

25. At all relevant times, the Defendants failed to issue to Haskins and all of the other Class Members complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on the wage statements they issued to Haskins and all of the other Class Members the unpaid wages discussed above. The wage statements fail to state all meal period premium wages earned, all rest break premium wages earned, and related information.

26. For the reasons stated herein, Plaintiff alleges that as a result of Defendants' unlawful practices and policies, Plaintiff and the Class Members were:

- A. Not provided with all off duty meal periods;
- B. Not authorized and permitted to take all rest break periods;
- C. Not paid one hour's pay for each workday in which Defendants failed to



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1 authorize and permit them to take one or more timely rest periods;

2 D. Not paid one hour's pay for each workday in which Defendants failed to
3 provide them with one or more timely meal periods; and

4 E. Not provided with accurate and complete wage statements

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS**

7 **Lab. Code §§ 226.7 and 512**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 27. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

10 28. At all relevant times during the applicable limitations period, Plaintiff and the
11 Class Members have been employees of Defendants and entitled to the benefits and protections
12 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

13 29. In relevant part, California Labor Code § 1198 states:

14 The maximum hours of work and the standard conditions of labor fixed by the
15 commission shall be the maximum hours of work and the standard conditions of
16 labor for employees. The employment of any employee for longer hours than those
17 fixed by the order or under conditions of labor prohibited by the order is unlawful.

18 30. In relevant part, In relevant part, California Labor Code § 512 states:

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

25 An employer shall not employ an employee for a work period of
26 more than 10 hours per day without providing the employee with
27 a second meal period of not less than 30 minutes, except that if the
28 total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

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



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Meal Periods

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

32. In relevant part, California Labor Code § 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

33. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the



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1 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
2 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
3 to a second 30-minute meal period when they worked more than 10 hours in a workday.

4 34. Defendants intentionally failed to provide Plaintiff and the Class Members with
5 all required 30-minute duty free meal periods in accordance with the Wage Order. The Single
6 Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay meal
7 periods more than five hours after the start of their work days.

8 35. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
9 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
10 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
11 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
12 Members with timely meal periods.

13 36. Plaintiff is informed and believes and thereon alleges that, at all relevant times
14 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
15 which resulted in Defendants not providing the and the Class Members with all off-duty meal
16 periods required by California law.

17 37. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
18 suffered damages in amounts subject to proof to the extent they were not paid additional wages
19 owed for all meal periods not provided to them.

20 38. By reason of the above, Plaintiff and the Class Members are entitled to premium
21 wages for workdays in which one or more meal periods were not provided to them pursuant to
22 California Labor Code § 226.7.

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

25 **Lab. Code § 226.7**

26 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

27 39. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

28 40. At all relevant times during the applicable limitations period, Plaintiff and the
Class Members have been employees of Defendants and entitled to the benefits and protections



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of California Labor Code §§ 226.7 and 1198, and the Wage Order.

41. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

42. In relevant part, Section 12 of the Wage Order states:

Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

43. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety



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and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

44. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

45. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

46. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize and permit Plaintiff and the other Class Members to take timely rest periods.

47. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed to authorize and permit them to take 10-minute rest periods every four hours worked or major fraction thereof.

48. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to take all rest breaks required by California law.

49. Defendants failed to provide Plaintiff with all required rest breaks in accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with all rest breaks required by



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1 California law.

2 50. Defendants failed to pay Plaintiff the additional wages required by California
3 Labor Code § 226.7 for all rest breaks not provided to himhim. Plaintiff is informed and believes
4 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
5 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
6 providing the Class Members with additional wages for all rest breaks not provided to them as
7 required by California Labor Code § 226.7.

8 51. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
9 suffered damages in amounts subject to proof to the extent they were not paid additional wages
10 owed for all rest breaks not provided to them.

11 52. By reason of the above, Plaintiff and the Class Members are entitled to premium
12 wages for workdays in which one or more rest breaks were not provided to them pursuant to
13 California Labor Code § 226.7.

14 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
15 **LABOR CODE**

16 53. In relevant part, Labor Code section 558.1 states:

- 17 (a) Any employer or other person acting on behalf of an employer,
18 who violates, or causes to be violated, any provision regulating
19 minimum wages or hours and days of work in any order of the
20 Industrial Welfare Commission, or violates, or causes to be
21 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
22 held liable as the employer for such violation.
- 23 (b) For purposes of this section, the term "other person acting on
24 behalf of an employer" is limited to a natural person who is an
25 owner, director, officer, or managing agent of the employer, and
26 the term "managing agent" has the same meaning as in subdivision
27 (b) of Section 3294 of the Civil Code.

28 At all relevant times, was an employer of Haskins and all of the other Class Members, and/or
"owner," "managing agent," and/or "officer" of the Defendants and the other employers identified
above. directly or indirectly, or through an agent or other person, employed and exercised control
over the wages, hours, and/or working conditions of the Class Members, and caused the violations



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1 to the Labor Code and the Wage Order described above. On behalf of himself and all of the other
2 Class Members, Haskins seeks an award of unpaid wages, interest, restitution, statutory penalties,
3 liquidated damages, attorneys' fees, costs, and related relief against that is the same as the award
4 of against the other Defendants on the same grounds for which Plaintiff seeks against the
5 Defendants.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

8 **Lab. Code §§ 226**

9 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

10 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS**

11 54. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 55. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
13 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
14 statement showing:

15 A. Gross wages earned;

16 B. Total hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

19 C. The number of piece rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis;

21 D. All deductions, provided that all deductions made on written orders of the
22 Employee may be aggregated and shown as one item;

23 E. Net wages earned;

24 F. The inclusive dates of the period for which the employee is paid;

25 G. The name of the employee and his or her social security number, except
26 that by January 1, 2008, only the last four digits of his or her social security number or an
27 employee identification number other than a social security number may be shown on the itemized
28 statement;

H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the



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1 corresponding number of hours worked at each hourly rate by the employee.

2 56. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
3 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
4 the employer fails to provide accurate and complete information as required by California Labor
5 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
6 alone one or more of the following:

7 A. The amount of the gross wages or net wages paid to the employee during
8 the pay period or any of the other information required to be provided on the itemized wage
9 statement pursuant to California Labor Code § 226(a);

10 B. Which deductions the employer made from gross wages to determine the
11 net wages paid to the employee during the pay period;

12 C. The name and address of the employer and, if the employer is a farm labor
13 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
14 and address of the legal entity that secured the services of the employer during the pay period;

15 D. The name of the employee and only the last four digits of his or her
16 social security number or an employee identification number other than a social security number;
17 and

18 E. The number of piece-rate units earned and the piece rate.

19 57. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
20 means a reasonable person would be able to readily ascertain the information without reference
21 to other documents or information.

22 58. As alleged herein, at all relevant times during the applicable limitations period,
23 Defendants violated California Labor Code section 226 because they did not properly and
24 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
25 the corresponding number of hours worked at each rate by the employee and other requirements
26 of California Labor Code section 226. Defendants failed to state in the wage statements they
27 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
28 including, but not limited to, regular and overtime wages for work they performed off-the-clock



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1 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
2 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
3 separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
4 Members that state all meal period premium wages earned, and all rest break premium wages
5 earned.

6 59. Defendants' failure to provide Plaintiff and the other Class Members with accurate
7 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
8 the other Class Members with accurate wage statements but intentionally provided wage
9 statements that Defendants knew were not accurate.

10 60. As a result of being provided with inaccurate wage statements by Defendants,
11 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
12 wage statements were violated and they were misled about the amount of wages they had actually
13 earned and were owed. In addition, the absence of accurate information on their wage statements
14 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
15 and mathematical computations to determine the amounts of wages owed, has caused difficulty
16 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
17 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
18 and the other Class Members were not able to ascertain from the wage statements whether
19 Defendants complied with their obligations under California Labor Code section 226(a).

20 **FOURTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

23 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

24 61. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 62. At all relevant times during the applicable limitations period, Plaintiff and the
26 Class Members have been employees of Defendants and entitled to the benefits and protections
27 of the Business and Professions Code §§ 17200, *et seq.*

28 63. The unlawful conduct of Defendants alleged herein amount to and constitutes
unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*



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1 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
2 gained a competitive advantage over other comparable companies doing business in California
3 that comply with their legal obligations to compensate employees for all earned wages.

4 64. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
5 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
6 Members were deprived of missed meal period premium wages, missed rest period premium
7 wages, and comparable money and property.

8 65. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
9 Class Members are entitled to restitution of all monies rightfully belonging to them that
10 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
11 practices.

12 66. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
13 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
14 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

15 **FIFTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **Lab.Code §§ 2698, *et seq.***

18 **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,**
19 **against all Defendants)**

20 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 68. The "Aggrieved Employees" are all members of the Class defined above who
22 Defendants employed during the period beginning February 21, 2024, and ending on the date that
23 final judgment is entered in this action.

24 69. Labor Code § 204 states

25 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
26 or 204.2, earned by any person in any employment are due and payable twice
27 during each calendar month, on days designated in advance by the employer as the
28 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
calendar month shall be paid for between the 16th and the 26th day of the month
during which the labor was performed, and labor performed between the 16th and
the last day, inclusive, of any calendar month, shall be paid for between the 1st



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and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

70. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

71. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, and 1198.

72. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

73. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 1174, and 1198 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210); For violations of California Labor



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Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3);

B. For violations of California Labor Code § 512, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558); For violations of California Labor Code § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty amounts established by Labor Code § 1174.5); and

C. For violations of California Labor Code §§ 201, 202, 203, 226.7, and 1198, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

74. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated February 21, 2025, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice to the LWDA dated February 21, 2025 is attached as **Exhibit A**. Plaintiff submitted his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate these allegations.

75. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in connection with their claims for civil penalties.

V. PRAYER FOR RELIEF

76. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for relief and judgment against Defendants as follows:

A. An order that the action be certified as a class action with respect to



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1 Plaintiff's claims for violations of California law;

2 B. An order that Plaintiff be appointed class representative;

3 C. An order that counsel for Plaintiff be appointed class counsel;

4 D. Unpaid missed meal period premium wages and missed rest period
5 premium wages;

6 E. Statutory penalties;

7 F. Civil penalties;

8 G. Restitution;

9 H. Declaratory relief;

10 I. Actual damages;

11 J. Pre-judgment interest;

12 K. Costs of suit;

13 L. Reasonable attorneys' fees; and

14 M. Such other relief as the Court deems just and proper.

15 **VI. DEMAND FOR JURY TRIAL**

16 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
17 on all issues so triable.

18 Respectfully submitted,

19
20 THE SPIVAK LAW FIRM

21 Dated: April 29, 2025

22 By:



23 DAVID G. SPIVAK,
24 Attorney for Plaintiff, ARCHIE
HASKINS, and all others similarly
situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

February 21, 2025

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Archie Haskins / Single Room Occupancy

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Archie Haskins (hereafter “Haskins” or “Complainant”) provides notice that Single Room Occupancy Housing Corporation, a California corporation, SRO Housing Corporation, a California corporation, Single Room Occupancy, and related entities (collectively “the Single Room Occupancy Employers” or “the Employers”) violated his rights and those of all other individuals the Single Room Occupancy Employers have employed or otherwise contracted with in California as hourly, non-exempt, including janitorial employees, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 204, 226, 226.7, 512, 1174, 1198, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Haskins hereby provides this notice to the Labor & Workforce Development Agency and the Single Room Occupancy Employers and their agents and representatives.

At all relevant times, the Single Room Occupancy Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Haskins and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

///
///

Statement of Facts

On approximately September of 2022, the Single Room Occupancy Employers began to employ Haskins in Los Angeles in the position of janitor. The Single Room Occupancy Employers have continuously employed him through to the present though his last workday was February 27, 2024.

At all relevant times, the Single Room Occupancy Employers issued wages to Haskins and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Single Room Occupancy Employers classified Haskins and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

At all relevant times, the Single Room Occupancy Employers failed to provide Haskins and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Single Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay meal periods more than five hours after the start of their work days. The Single Room Occupancy Employers also failed to pay premium wages for days on which they failed to provide Haskins and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Single Room Occupancy Employers failed to authorize and permit Haskins and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Single Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay rest periods more than four hours after the start of their work days. The Single Room Occupancy Employers also failed to pay premium wages for days on which they failed to authorize and permit Haskins and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Single Room Occupancy Employers failed to issue to Haskins and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Single Room Occupancy Employers knowingly and intentionally failed to state on the wage statements they issued to Haskins and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all meal period premium wages earned, all rest break premium wages earned, and other required information.

The Single Room Occupancy Employers also failed to timely pay Haskins, and all of the other Aggrieved Employees all earned wages as described above during employment.

The Single Room Occupancy Employers failed to maintain accurate employee records of Haskins and all of the other Aggrieved Employees.

For the reasons stated herein, Haskins alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The Single Room Occupancy Employers failed to provide Haskins and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (b) The Single Room Occupancy Employers failed to authorize and permit Haskins and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (c) The Single Room Occupancy Employers failed to compensate Haskins and all of the other Aggrieved Employees at one hour's pay for each day in which the Single Room Occupancy Employers failed to provide them with one or more meal periods as required by law;
- (d) The Single Room Occupancy Employers failed to compensate Haskins and all of the other Aggrieved Employees at one hour's pay for each day in which the Single Room Occupancy Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (e) The Single Room Occupancy Employers knowingly and intentionally failed to provide Haskins and all of the other Aggrieved Employees with complete and accurate wage statements;
- (f) The Single Room Occupancy Employers willfully failed to timely pay Haskins and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Single Room Occupancy Employers; and

- (g) The Single Room Occupancy Employers failed to maintain accurate employment records pertaining to Haskins and all of the other Aggrieved Employees.

Accordingly, Haskins now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Single Room Occupancy Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;

- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Single Room Occupancy Employers, Haskins, and all of the Aggrieved Employees were covered by the Wage Order because the Single Room Occupancy Employers operated, and Haskins, and all of the Aggrieved Employees, worked for one or more low-income housing facilities. Accordingly, Haskins and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

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

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12

hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. In relevant part, section 11 of the Wage Order states:

Meal Periods:

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

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate

of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Single Room Occupancy Employers failed to provide Haskins and all of the other Aggrieved Employees with all timely meal periods. The Single Room Occupancy Employers denied Haskins and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Single Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay meal periods more than five hours after the start of their work days. Furthermore, the Single Room Occupancy Employers failed to pay premium wages for days on which they failed to provide Haskins and all of the other Aggrieved Employees with timely meal periods. Accordingly, Haskins now seeks civil penalties for these Labor Code violations that the Single Room Occupancy Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

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

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

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of

Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Single Room Occupancy Employers failed to authorize and permit Haskins and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Single Room Occupancy Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Single Room Occupancy Employers required Haskins and the other Aggrieved Employees to delay rest periods more than four hours after the start of their work days. Moreover, the Single Room Occupancy Employers failed to pay Haskins and all of the other Aggrieved Employees premium wages on workdays the Single Room Occupancy Employers failed to provide Haskins and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Haskins now seeks civil penalties for these Labor Code violations that the Single Room Occupancy Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

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

1. Gross wages earned;

2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Single Room Occupancy Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Single Room Occupancy Employers failed to state in the wage statements they issued to Haskins and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Single Room Occupancy Employers knowingly and intentionally failed to state on the wage statements they issued to Haskins and all of the other Aggrieved Employees the earned

but unpaid wages described above. The wage statements do not state all meal period premium wages earned, all rest break premium wages earned, and other required information.

Accordingly, Haskins seeks civil penalties for the Labor Code violations that the Single Room Occupancy Employers have committed against him and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Single Room Occupancy Employers failed to compensate Haskins and all of the other Aggrieved Employees for wages earned, including unprovided meal period premium wages, unprovided rest break premium wages, and other compensation, at the intervals stated above. As a result, the Single Room Occupancy Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Haskins now seeks civil penalties for the Labor Code violations that the Single Room Occupancy Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Single Room Occupancy Employers failed to compensate Haskins and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the Single Room Occupancy Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Haskins and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Haskins seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

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1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Archie Haskins will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.
David@spivaklaw.com

cc: Archie Haskins
Walter L. Haines, Esq.

Single Room Occupancy Housing Corporation
c/o Agent for service of process
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