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EMPLOYEE RIGHTS

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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).

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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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1055 W. 7th Street, #3250
Los Angeles, CA 90017
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