

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Lauren Falk, Esq. (#316893)
6 Ava Issary, Esq. (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com

16 Attorneys for Plaintiffs ALICIA GONZALEZ AND ALBERT LEE,
17 on behalf of the general public as private attorney general

18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF LOS ANGELES**

21 ALICIA GONZALEZ AND ALBERT LEE, on
22 behalf of the general public as private attorney
23 general,

24 Plaintiff,

25 v.

26 PAYCHEX NORTH AMERICA, INC.;
27 PAYCHEX, INC.; BMO BANK NATIONAL
28 ASSOCIATION; and DOES 1-50, inclusive,

Defendants.

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Superior Court of California,
County of Los Angeles
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By Y. Ayala, Deputy Clerk

25STCV12436

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

COMES NOW, ALICIA GONZALEZ AND ALBERT LEE (“Plaintiffs”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants PAYCHEX NORTH AMERICA, INC.; PAYCHEX, INC.; BMO BANK NATIONAL ASSOCIATION; and DOES 1-50, inclusive, (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to the following Labor Code violations which include but are not limited to: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ; (e) failing to provide accurate itemized wage statements; (f) failing to reimburse expenses; and (g) failing to provide written agreements. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendant consistently maintained and enforced against
22 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
24 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
25 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
26 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
27 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
28 additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and

1 owed upon separation from Defendant's employ; (e) failing to provide accurate itemized wage
2 statements; (f) failing to reimburse expenses; and (g) failing to provide written agreements.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
5 enumerated under 2699.5 as follows: sections 201-203, 510, 226.3, 226.7, 226, 226.3, 227.3, 246,
6 510, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2751, 2802, and seeking penalties,
7 interest, attorneys' fees and costs.

8 **III. PARTIES**

9 **A. Plaintiffs**

10 10. Plaintiffs ALICIA GONZALEZ AND ALBERT LEE were at all times relevant to
11 this action residents of California. Plaintiff Gonzalez was employed by Defendant in
12 approximately August 15, 2019 as a Non-Exempt Employee with the title of HR Business Partner
13 and worked during the liability period for Defendants until Plaintiff's separation from Defendants'
14 employ in approximately March 15, 2024. Plaintiff Gonzalez's duties included, but were not
15 limited to providing HR services to small businesses including compliances, employee handbook,
16 guidance on labor laws and various employment issues.

17 11. Plaintiff Lee was employed by Defendant in approximately February 19, 2024 as a
18 Non-Exempt Employee with the title of Channel Sales Consultant and worked during the liability
19 period for Defendants until Plaintiff's separation from Defendants' employ in approximately
20 September 27, 2024.

21 12. As Defendants' employees, Plaintiffs, and all other aggrieved employees were
22 regularly required to and subsequently suffered:

- 23 a. perform work subject to the control of the employer without being compensated all
24 wages including overtime, all in violation of California labor laws, regulations, and
25 the Industrial Welfare Commission Wage Order ("IWC");
- 26 b. work in excess of five and ten hours per day without being provided meal periods
27 and not compensated one (1) hour of pay at the regular rate of compensation for
28 each workday that a meal period was not provided, all in violation of California

labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

c. not reimbursed for business expenses incurred;

d. not provided written agreements in compliance with Labor Code section 2751; and

e. not provided accurate itemized wage statements.

13. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiffs or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiffs seek penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

20. Defendants

14. Defendants PAYCHEX NORTH AMERICA, INC.; PAYCHEX, INC.; and BMO BANK NATIONAL ASSOCIATION operate as payroll processing and HR services businesses. Plaintiffs estimate there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last four years.

15. Other than identified herein, Plaintiffs are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

16. Plaintiffs are informed and believe and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally

1 attributable to the other defendants.

2 **IV. GENERAL ALLEGATIONS**

3 17. At all times set forth herein, Defendant employed Plaintiff and other persons in the
4 capacity of non-exempt positions, however titled, throughout the state of California.

5 18. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
6 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
7 rules and regulations of the IWC California Wage Orders.

8 19. Defendant continues to employ Non-Exempt Employees, however titled, in
9 California and implement a uniform set of policies and practices to all non-exempt employees, as
10 they were all engaged in the generic job duties of payroll processing and HR services.

11 20. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
12 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
13 of the requirements of California's wage and employment laws.

14 21. On information and belief, during the relevant time frame, Plaintiffs and Aggrieved
15 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
16 week.

17 22. Defendants also failed to properly calculate Plaintiffs' and the Aggrieved
18 Employees' regular rate of pay including but not limited to by failing to include all forms of
19 compensation/remuneration in the regular rate including but not limited to shift differential pay
20 and other compensation for overtime calculation purposes.

21 23. Defendants also failed to properly calculate Plaintiffs' and the Aggrieved
22 Employees' regular rate of pay including but not limited to by failing to include all forms of
23 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
24 commissions, training and orientation pay, shift differential pay, and other compensation for
25 overtime calculation purposes.

26 24. Plaintiffs and the Aggrieved Employees were regularly required to work shifts in
27 excess of five hours without being provided a lawful meal period and over ten hours in a day
28 without being provided a second lawful meal period as required by law.

1 25. Plaintiffs and Aggrieved Employees missed meal breaks several times and had late
2 or interrupted meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes
3 required by law. Defendant failed to pay premium wages for missed, short or late meal breaks.

4 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
5 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
6 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
7 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

8 27. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
9 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
10 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
11 over ten hours as required by law.

12 28. Plaintiffs and Aggrieved Employees were required to keep their personal
13 cellphones on their persons at all times during their shifts in order to respond to work related calls,
14 even during meal periods.

15 29. For instance, Plaintiff Gonzales had late and interrupted meal periods multiple
16 times per month due to client calls and work duties.

17 30. On information and belief, Plaintiffs and Aggrieved Employees did not waive their
18 rights to meal periods under the law.

19 31. Plaintiffs and the Aggrieved Employees were not provided with valid lawful on-
20 duty meal periods.

21 32. Despite the above-mentioned meal period violations, Defendants failed to
22 compensate Plaintiffs, and on information and belief, failed to compensate Aggrieved Employees,
23 one additional hour of pay at their regular rate as required by California law when meal periods
24 were not timely or lawfully provided in a compliant manner.

25 33. Plaintiffs are informed and believe, and thereon alleges, that Defendants know,
26 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
27 were entitled to receive premium wages based on their regular rate of pay under Labor Code
28 §226.7 but were not receiving such compensation.

1 34. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
2 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
3 period for every four hours worked or major fraction thereof, which is a violation of the Labor
4 Code and IWC wage order.

5 35. Defendants maintained and enforced scheduling practices, policies, and imposed
6 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
7 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
8 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
9 provide relief for Plaintiffs and Aggrieved Employees to take their lawfully required breaks.
10 Plaintiff Gonzalez was not given a second rest break despite working 8.5 hour shifts.

11 36. Despite the above-mentioned rest period violations, Defendants did not compensate
12 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
13 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
14 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
15 permitted.

16 37. Defendants also failed to provide accurate, lawful itemized wage statements to
17 Plaintiff and the Aggrieved Employees in part because of the above specified violations including
18 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
19 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
20 omitted an accurate itemization of the premiums due and owing for meal period violations and
21 also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

22 38. Further, the company listed on the wage statements does not match the company
23 address listed on the Secretary of State website.

24 39. Plaintiffs are informed and believe that Plaintiffs and Aggrieved Employees were
25 not compensated for all time worked as Plaintiffs and Aggrieved Employees as a result of off-the-
26 clock work to conduct post-shift work activities. For instance, Plaintiff Gonzalez was required to
27 put the work computers to sleep, which would take approximately 2-7 minutes each time, after
28

1 clocking-out. Plaintiff was not compensated for this time spent working off the clock.

2 40. Plaintiffs are informed and believes that Plaintiff and Aggrieved Employees were
3 not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-
4 clock work to conduct pre-shift work activities. For instance, Plaintiff had to wait for the
5 computers to boot up and connect prior to clocking-in. Plaintiff was not compensated for this time
6 spent working off the clock.

7 41. Plaintiffs are informed and believes that Plaintiff and Aggrieved Employees were
8 not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-
9 clock work on a daily basis while using personal cell phones to communicate with Defendants
10 regarding work matters. Plaintiff spent approximately 5 hours per day communicating with
11 Defendants via her personal cell phone. Plaintiff also received phone calls from clients on her
12 personal cell phone. Plaintiff was not compensated for this time spent working off the clock.

13 42. On information and belief, Defendants failed to reimburse business expenses
14 incurred by Plaintiffs and Aggrieved Employees as a result of the discharge of their duties. For
15 instance, Plaintiffs and Aggrieved Employees were required to use their personal cellphones as
16 Plaintiff and Aggrieved Employees used their cellphones to stay in contact with Defendants
17 regarding work matters on a daily basis. Further, Defendants provided a "Smartphone Allow"
18 allowance that did not cover the amount spent on personal cell phone use, and additionally, such
19 allowance was taxed. Such business expenditures incurred were incurred in direct consequence of
20 Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

22 43. Defendants also failed to reimburse necessary business expenses Plaintiffs and
23 Aggrieved Employees incurred for work from home expenses. Plaintiff Gonzalez was required to
24 provide a desk, chair, printer, ink, paper, etc., while working from home and Defendant failed to
25 reimburse Plaintiffs and Aggrieved Employees for this necessary business expense.

26 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
28 thereof for resignations without prior notice as the case may be) they had a duty to accurately

1 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
2 meal period premiums, and that Defendants had the financial ability to pay such compensation,
3 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
4 above-specified violations.

5 45. Defendants also failed to properly memorialize Plaintiffs' commission contracts as
6 required by Labor Code section 2751 because Plaintiffs had to submit a written request each
7 month, as the bonus plan for "SOAR" was not in writing.

8 46. Additionally, Defendants failed and refused to pay Plaintiff Gonzalez her non-
9 discretionary bonus that was earned in 2023. Despite Plaintiff earning her non-discretionary bonus
10 based on companywide performance, Defendants refused to pay her the bonus because she quit.

11 47. Upon information and belief, Defendants knew and or should have known that it is
12 improper to implement policies and commit unlawful acts such as:

13 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
14 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
15 and without compensating employees with one (1) hour of pay at the regular rate of compensation
16 for each workday that such a meal period was not provided;

17 (b) requiring employees to work four (4) hours or a major fraction thereof without
18 being provided a minimum ten (10) minute rest period and without compensating the employees
19 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
20 rest period was not provided;

21 (c) failing to pay Plaintiffs and Aggrieved Employees for all wages including overtime
22 wages owed;

23 (d) failing to timely pay Plaintiffs and Aggrieved Employees;

24 (e) failing to provide accurate itemized wage statements;

25 (f) failing to provide written agreements; and

26 (g) failing to reimburse business expenses.

27 48. In addition to the violations above, and on information and belief, Defendants knew
28 they had a duty to compensate Plaintiffs and Aggrieved Employees for the allegations asserted

1 herein and that Defendants had the financial ability to pay such compensation, but willfully,
2 knowingly, recklessly, and/or intentionally failed to do so.

3 **V. REPRESENTATIVE CLAIMS**

4 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

5 49. Plaintiffs incorporate by reference and re-alleges each and every allegation
6 contained above, as though fully set forth herein.

7 50. On February 21, 2025, Plaintiffs complied with notice requirements pursuant to
8 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
9 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
10 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
11 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
12 representative capacity. The substance and violations set forth in this Complaint of which the
13 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
14 Action Complaint to the LWDA.

15 51. Plaintiffs are aggrieved employee as defined in Labor Code Section 2699(a).
16 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
17 Employees of Defendants.

18 52. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
19 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
20 including without limitation Labor Code section 201-203, 510, 221, 223, 226.7, 226, 226.3, 246,
21 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2751, 2802, and 2698 *et seq.*, applicable IWC Wage
22 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

23 53. At all times relevant, Plaintiffs and all other aggrieved employees regularly
24 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
25 rest break requirements of the applicable IWC wage order and the Labor Code.

26 54. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
27 accurately pay at least minimum wages due as a result as a result of the methodology of
28 Defendants' piece-rate payment scheme, and for Defendants' failure to compensate Plaintiff and

1 Aggrieved Employees for the off-the-clock work performed as discussed above.

2 55. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
3 overtime wages owed as discussed above Defendants' failure to account for work time performed
4 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' piece-rate payment
5 scheme. Defendants also failed to include all forms of remuneration into the regular rates of pay
6 for overtime calculation purposes as discussed above. Therefore, Defendants violated section 510,
7 and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight
8 (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the
9 right to overtime compensation at the rate of one and one-half times the regular rate of pay for all
10 hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to
11 overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12)
12 hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular
13 work week

14 56. Defendants failed to provide Plaintiffs and all other aggrieved employees
15 uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented
16 and enforced policies of on duty meal period practices which required employees to work during
17 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
18 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
19 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
20 time of trial.

21 57. Plaintiffs, and on information and belief, all aggrieved employees, were
22 systematically not permitted or authorized to take ten-minute rest periods for every four hours
23 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
24 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
25 hour of wages for every day in which a rest period was missed or untimely as a result of
26 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
27 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
28 Employees, and by failing to provide compensation for such non-provided or shortened rest

1 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
2 226.7, 512 and the applicable IWC Wage Order.

3 58. Defendants also willfully violated Labor Code sections 201-203 by failing to
4 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
5 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
6 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
7 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
8 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
9 The penalty cannot exceed 30 days of wages.

10 59. Plaintiffs and all other aggrieved employees who were separated from employment
11 are entitled to compensation for all forms of wages earned, including but not limited to
12 compensation regular and overtime wages, and for non-provided meal periods, but to date have
13 not received such compensation, therefore entitling them to penalties under PAGA for violations
14 of Labor Code sections 201-203.

15 60. On information and belief, Defendants willfully failed to pay all wages due and
16 owing upon separation from employment. These wages include regular and overtime wages, and
17 meal and rest period premiums.

18 61. On information and belief, Defendants failed to provide accurate itemized wage
19 statements which failed to include the rate of pay and total hours worked per pay period, failed to
20 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
21 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
22 to Labor Code section 226(a).

23 62. Defendants have failed to provide Plaintiffs and Aggrieved Employees rates of pay
24 and the hours for which they worked for any given pay period.

25 63. Defendants have failed to accurately record all time worked.

26 64. Defendants have also failed to accurately record the meal period premiums owed
27 and all wages owed per pay period.

28 65. Plaintiffs and Aggrieved Employees have been injured as they were unable to

1 determine whether they had been paid correctly for all hours worked per pay period among other
2 things.

3 66. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
4 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
5 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
6 for each violation in a subsequent citation, for which the employer fails to provide the employee a
7 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

8 67. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
9 Employees for business expenses incurred as described above. Labor Code § 2802 requires
10 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred
11 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
12 Defendants failed to provide reimbursements.

13 68. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
14 implied, made by any employee to waive the benefits of this article or any part thereof is null and
15 void, and this article shall not deprive any employee or his or her personal representative of any
16 right or remedy to which he is entitled under the laws of this State.

17 69. Labor Code section 2751 provides that (a) Whenever an employer enters into a
18 contract of employment with an employee for services to be rendered within this state and the
19 contemplated method of payment of the employee involves commissions, the contract shall be in
20 writing and shall set forth the method by which the commissions shall be computed and paid. (b)
21 The employer shall give a signed copy of the contract to every employee who is a party thereto
22 and shall obtain a signed receipt for the contract from each employee. In the case of a contract that
23 expires and where the parties nevertheless continue to work under the terms of the expired
24 contract, the contract terms are presumed to remain in full force and effect until the contract is
25 superseded or employment is terminated by either party. (c) As used in this section,
26 “commissions” has the meaning set forth in Section 204.1. For purposes of this section only,
27 “commission” does not include any of the following:

28 (1) Short-term productivity bonuses such as are paid to retail clerks.

1 (2) Temporary, variable incentive payments that increase, but do not decrease, payment
2 under the written contract.

3 (3) Bonus and profit-sharing plans, unless there has been an offer by the employer to pay a
4 fixed percentage of sales or profits as compensation for work to be performed.

5 70. Labor Code section 1197 makes it unlawful to pay an employee less than the
6 minimum wage as established by the Industrial Welfare Commission.

7 71. Labor Code section 1198 provides that the maximum hours of work and the
8 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
9 standard conditions of labor by the commission shall be the maximum hours of work and the
10 standard conditions of labor for employees. The employment of any employee for longer hours
11 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

12 72. Additionally, Defendants have no accurate records relating to aggrieved
13 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
14 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
15 maintain accurate records relating to hours worked daily in violation of Labor Code sections
16 1174(d), 1174.5.

17 73. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
18 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
19 worked.

20 74. Plaintiffs and the Representative Aggrieved Employees are entitled to recover
21 Penalties and attorneys' fees and costs under Labor Code section 2698 et. seq.

22 **PRAYER FOR RELIEF**

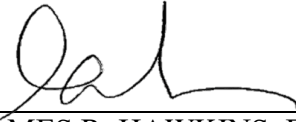
23 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

- 24 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 25 2. For reasonable attorneys' fees and costs; and
- 26 3. For such other and further relief as the Court deems proper.
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Dated: April 29, 2025

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiffs ALICIA GONZALEZ
AND ALBERT LEE, on behalf of the general
public as private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 21, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

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

Via Certified Mail

PAYCHEX NORTH AMERICA, INC.

Agent for Service of Process:

C T CORPORATION SYSTEM

Amanda Garcia

330 N. Brand Blvd., Suite 700

Glendale, California 91203

Receipt No.: 9589 0710 5270 0078 0177 09

Via Certified Mail

PAYCHEX, INC.

Agent for Service of Process:

C T CORPORATION SYSTEM

Amanda Garcia

330 N. Brand Blvd., Suite 700

Glendale, California 91203

Receipt No.: 9589 0710 5270 0078 0177 23

Via Certified Mail

BMO BANK NATIONAL ASSOCIATION

Agent for Service of Process:

C T CORPORATION SYSTEM

Amanda Garcia

330 N. Brand Blvd., Suite 700

Glendale, California 91203

Receipt No.: 9589 0710 5270 0078 0177 16

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

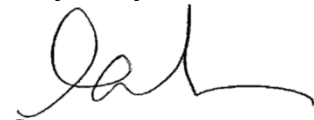
PLEASE TAKE NOTICE that plaintiffs ALICIA GONZALEZ and ALBERT LEE, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the

Labor and Workforce Development Agency; PAYCHEX NORTH AMERICA, INC.; PAYCHEX, INC.; and BMO BANK NATIONAL ASSOCIATION through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint