

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff GILBERT RAUL SANCHEZ,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

GILBERT RAUL SANCHEZ, on behalf of the
general public as private attorney general,

Plaintiff,

v.

ADECCO USA, INC., a Delaware Corporation;
OAKLEY, INC., a Washington Corporation and
DOES 1-50, inclusive,

Defendants.

Case No. 30-2022-01283469-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Judge William Claster

DEPT:

CX-104

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

COMES NOW Plaintiff GILBERT RAUL SANCHEZ (“Plaintiff”), 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 ADECCO USA, INC., a Delaware Corporation; OAKLEY, INC., a Washington Corporation; 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 unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant’s employ, (e) failure to provide accurate itemized wage statements, and (f) failure to provide suitable seating. 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.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the

1 California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

17 8. On information and belief, during the statutory liability period and continuing to
18 the present ("liability period"), Defendant consistently maintained and enforced against
19 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
20 and policies, in violation of California state wage and hour laws: (a) failure to pay minimum and
21 overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure
22 to pay all wages earned and owed upon separation from Defendant's employ, (e) failure to provide
23 accurate itemized wage statements, and (f) failure to provide suitable seating.

24 9. On information and belief, during the statutory liability period and continuing to
25 the present, Defendants have had a consistent policy of failing to pay wages including overtime
26 wages for hours worked while subject to the control of Defendants.

27 10. On information and belief, during the statutory liability period and continuing to
28

1 the present, Defendants have failed to provide uninterrupted meal periods as well as any meal
2 premiums for missed, late, or interrupted meal periods.

3 11. On information and belief, during the statutory liability period and continuing to
4 the present, Defendants have failed to provide uninterrupted rest periods as well as any rest pay
5 premiums for missed, late, or interrupted rest periods.

6 12. On information and belief, during the statutory liability period and continuing to
7 the present, Defendants have had a consistent policy of failing to timely pay wages upon
8 separation.

9 13. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
11 wage statements.

12 14. During the liability period, Defendants failed to provide suitable seating to Plaintiff
13 and Aggrieved Employees while performing their job duties in violation of applicable California
14 Wage Order 1-2001 and 1-2001 sec. (14) (A)-(B).

15 15. Plaintiff on behalf of the general public as private attorney general and all other
16 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
17 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 558.1,
18 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and
19 costs.
20

21 **III. PARTIES**

22 **A. Plaintiff**

23 16. Plaintiff, GILBERT RAUL SANCHEZ, was at all times relevant to this action,
24 a resident of California. Plaintiff was employed by Defendants during April 2021 as a Non-
25 Exempt Employee with the title of paint loader, assembly department worker, and OCP department
26 worker. Plaintiff worked during the liability period for Defendants until Plaintiff's separation from
27 Defendants' employ in approximately August 2021. Plaintiff's duties included but were not
28 limited to loading paint, assembling sunglasses in the assembly department, and preparing special

1 packages and orders for the OCP department.

2 17. As Defendants' employee, Plaintiff, and all other aggrieved employees were
3 regularly required to and subsequently suffered:

- 4 a) to perform work subject to the control of the employer without being compensated all
5 wages including overtime, all in violation of California labor laws, regulations, and the
6 Industrial Welfare Commission Wage Order ("IWC");
7 b) not provided nor paid premium wages for meal breaks;
8 c) not provided nor paid premium wages for first and second rest breaks;
9 d) not paid timely upon separation from Defendant's employ;
10 e) not provided accurate itemized wage statements; and
11 f) not provided suitable seating.

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

18 **B. Defendants**

19 19. Defendant ADECCO USA INC ("Defendant Adecco") is a Delaware Corporation
20 that operates internationally as a staffing agency. Plaintiff estimates there are in excess of 100
21 Non-Exempt Employees who work or have worked for Defendant Adecco over the last year.

22 20. Defendant OAKLEY, INC., ("Defendant Oakley") is a Washington Corporation
23 that operates as a Sports Equipment Company across the United States and Canada. Plaintiff
24 estimates there are in excess of 100 Non-Exempt Employees who work or have worked for
25 Defendant Oakley over the last year.

26 21. Other than identified herein, Plaintiff is unaware of the true names, capacities,
27 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
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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.

22. Plaintiff is informed and believes 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 attributable to the other defendants.

IV. GENERAL ALLEGATIONS

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

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

25. Plaintiff is informed and believes that all Aggrieved employees in this action are citizens of the state of California.

26. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendant Oakley's sports equipment company.

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

28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved

1 employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
2 week.

3 29. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
4 employees based upon an hourly rate.

5 30. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
6 employees typically worked five (5) days a week.

7 31. Plaintiff is informed and believes that the Aggrieved employees were required to
8 keep similar schedules.

9 32. In addition, the Aggrieved employees frequently worked in excess of eight (8)
10 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
11 and overtime wages.

12 33. During the relevant time period, Plaintiff and Aggrieved employees were required
13 to undergo COVID temperature screenings prior to starting their shifts. For instance, Plaintiff and
14 Aggrieved employees would have to wait in line for 15 minutes to an hour before they clocked in
15 for work to take COVID-19 temperature checks, as required by Defendants. Because Plaintiff and
16 Aggrieved employees could not clock into their shifts until they have completed the temperature
17 screenings, Plaintiff and Aggrieved employees were not compensated for such time. This resulted
18 in a disproportionate underpayment of minimum and overtime wages to Plaintiff and Aggrieved
19 employees.

20 34. During the relevant time period, Plaintiff and Aggrieved employees were required
21 to clock in only at workstations. Pre-shift activities such as temperature scanning, security checks,
22 and long hallway walks to workstations would delay the time in which Plaintiff and aggrieved
23 employees could clock in for work at their designated workstation. About 25 minutes of these pre
24 shift activities occurred before Plaintiff and Aggrieved employees could actually clock in on a
25 daily basis. These pre shift activities are considered “off the clock” work, subject to overtime wage
26 payment.

27 35. After clocking out every day, Plaintiff and aggrieved employees were required to
28 undergo security checks before they could walk to their vehicles and leave the job site. Plaintiff

1 and aggrieved employees had to wait in line to undergo these security checks, typically taking
2 about 15 minutes. These security checks may also be referred to as “bag checks”. These post shift
3 activities are considered “off the clock” work, subject to overtime wage payment.

4 36. Defendants also failed to properly calculate Plaintiff’s and Aggrieved employees’
5 regular rate of pay including but not limited to by failing to include all forms of
6 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
7 commissions, shift differentials, and other compensation for overtime calculation purposes.

8 37. During the relevant time, as a consequence of Defendants’ staffing and scheduling
9 practices, work demands, and Defendants’ policies and practices, Defendants frequently failed to
10 provide Plaintiff and Aggrieved employees timely, legally complaint uninterrupted 30-minute
11 meal periods on shifts over five hours as required by law.

12 38. On information and belief, Plaintiff and Aggrieved employees did not waive their
13 rights to meal periods under the law.

14 39. Plaintiff and Aggrieved employees were not provided with valid lawful on-duty
15 meal periods.

16 40. Despite the above-mentioned meal period violations, Defendants failed to
17 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved employees,
18 one additional hour of pay at their regular rate as required by California law when meal periods
19 were not timely or lawfully provided in a compliant manner.

20 41. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
21 should know, knew, and/or should have known that Plaintiff and Aggrieved employees were
22 entitled to receive premium wages based on their regular rate of pay under California Labor Code
23 § 226.7 but were not receiving such compensation.

24 42. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
25 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
26 period for every four hours worked or major fraction thereof, which is a violation of the California
27 Labor Code and IWC wage order.
28

1 43. Defendants maintained and enforced scheduling practices, policies, and imposed
2 work demands that frequently required Plaintiff and Aggrieved employees to forego their lawful,
3 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
4 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
5 to provide relief for Plaintiff and Aggrieved employees to take their lawfully required breaks.
6 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

7 44. During the liability period, Defendants consistently prohibited Plaintiff and
8 aggrieved employees from exiting the work premises. Plaintiff and aggrieved employees were
9 required to clock out during their breaks if they left the premises.

10 45. During the liability period, Plaintiff and Aggrieved employees were not provided
11 legally acceptable warehouse conditions. This was a concern in the assembly department and OCP
12 area. Plaintiff and Aggrieved employees worked without air conditioning or proper ventilation in
13 a warehouse that would reach temperatures of over 100 degrees Fahrenheit. Despite these high
14 temperatures, Defendants failed to provide heat breaks to Plaintiff and Aggrieved employees in
15 order to prevent heat exhaustion or heat illness, in violation of OSHA standards and SB 1167 and
16 435.

17 46. Despite the above-mentioned rest period violations, Defendants did not compensate
18 Plaintiff, and on information and belief, did not pay Aggrieved employees one additional hour of
19 pay at their regular rate as required by California law, including California Labor Code § 226.7
20 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
21 and permitted.

22 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
24 thereof for resignations without prior notice as the case may be) they had a duty to accurately
25 compensate Plaintiff and Aggrieved employees for all wages owed including minimum wages,
26 meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved
27 employees which Defendants had the financial ability to pay such compensation, but willfully,
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1 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
2 violations.

3 48. During the liability period, Defendants failed to provide suitable seating to Plaintiff
4 and Aggrieved Employees while performing their job duties in violation of applicable California
5 Wage Order 1-2001 and 1-2001 sec. (14) (A)-(B).

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

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

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

16 (c) failing to pay overtime and minimum wages;

17 (d) failing to timely pay Plaintiff and Aggrieved employees;

18 (e) failure to pay timely wages upon separation from Defendants' employ;

19 (f) failure to provide accurately itemized wage statements; and

20 (g) failure to provide suitable seating.

21 50. In addition to the violations above, and on information and belief, Defendants knew
22 they had a duty to compensate Plaintiff and Aggrieved employees for the allegations asserted
23 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
24 knowingly, recklessly, and/or intentionally failed to do so.

25 51. Plaintiff and Aggrieved employees they seek to represent are covered by, and
26 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
27 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
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1 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

2 **V. REPRESENTATIVE CLAIMS**

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

4 52. Plaintiff incorporates by reference and re-alleges each and every allegation
5 contained above, as though fully set forth herein.

6 53. On July 27, 2022 Plaintiff complied with notice requirements pursuant to Labor
7 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
8 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
9 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
10 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
11 representative capacity. The substance and violations set forth in this Complaint of which the
12 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
13 Action Complaint to the LWDA.

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

17 55. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
18 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
19 including without limitation Labor Code section 201-203, 226, 226.3, 226.7, 510, 512, 558, 1174,
20 1174.5, 1175, 1194, 1197, 1197.1, 1198, and, 2698 *et seq.*, applicable IWC Wage Orders and
21 California Code of Regulations, Title 8, section 11000 *et. seq.*

22 56. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
23 overtime wages owed as discussed above for Defendants' failure to account for the time it took
24 Plaintiff and Aggrieved Employees put on their work equipment and go through mandatory
25 temperature checks while they are off-the-clock. Therefore, Defendants violated section 510, and
26 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours
27 (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right
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1 to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours
2 worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime
3 compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a
4 day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week

5 57. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
6 accurately pay at least minimum wages due as a result Defendants' failure to account for the time
7 it took Plaintiff and Aggrieved Employees to go through mandatory temperature checks while they
8 are off-the-clock.

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

16 59. Plaintiff and all other aggrieved employees who were separated from employment
17 are entitled to compensation for all forms of wages earned, including but not limited to
18 compensation minimum and overtime wages, but to date have not received such compensation,
19 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

20 60. On information and belief, Defendants willfully failed to pay all wages due and
21 owing upon separation from employment. These wages include minimum and overtime wages.

22 61. On information and belief, Defendants failed to provide accurate itemized wage
23 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
24 and the aggrieved employees, and the address of the legal entity that is the employer pursuant to
25 Labor Code section 226(a).

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

4 63. Additionally, Defendants have no accurate records relating to aggrieved
5 employees' work periods, total daily hours worked, total hours worked per payroll period and
6 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
7 maintain accurate records relating to hours worked daily in violation of Labor Code sections
8 1174(d), 1174.5.

9 64. Wage Order 1-2001 states "All working employees shall be provided with suitable
10 seats when the nature of the work reasonably permits the use of seats." Plaintiff alleges that
11 Defendants failed to provide employees suitable seats while working even though the nature of the
12 work reasonably permitted the use of such seats.

13 65. Defendants' failure to provide suitable seats constitutes a violation of applicable
14 California laws and regulations, including Labor Code section 1198 and IWC Wage Order 1-2001.

15 66. Labor Code section 1198 makes it unlawful to employ an employee under
16 conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff
17 and the other current and former aggrieved employees with suitable seats in violation of Wage
18 Order 1-2001, Defendants also violated Labor Code section 1198.

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

22 68. Plaintiff and Aggrieved Employees are entitled to recover for improper warehouse
23 conditions that put them at risk of heat illness and exhaustion on a daily basis under Labor Code
24 section 226.7.

25 69. Plaintiff and the Representative Aggrieved Employees are entitled to recover
26 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

27 70. Plaintiff and Aggrieved Employees are entitled to relief and back pay for
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1 reporting time pay pursuant to penalties under Labor Code 203.

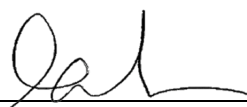
2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 4 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 5 2. For reasonable attorneys' fees and costs; and
- 6 3. For such other and further relief as the Court deems proper.
- 7

8 Dated: October 3, 2022

JAMES HAWKINS APLC

9
10 By: 

JAMES R. HAWKINS, ESQ.

GREGORY MAURO, ESQ.

MICHAEL CALVO, ESQ.

LAUREN FALK, ESQ.

AVA ISSARY, ESQ.

Attorneys for Plaintiff GILBERT RAUL
SANCHEZ on behalf of the general public as
private attorney general

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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

July 27, 2022

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

OAKLEY, INC., a Washington Corporation
Agent for Service of Process: National Registered Agents, Inc.
330 N Brand Blvd., Suite 700
Glendale, CA 91203
Receipt No. 7021 1970 0000 9061 0300

ADECCO USA, INC., a Delaware Corporation
Agent for Service of Process: C T CORPORATION SYSTEM
330 N Brand Blvd., Suite 700
Glendale, CA 91203
Receipt No. 7021 1970 0000 9061 0294

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

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff GILBERT RAUL SANCHEZ, 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, OAKLEY, INC., a Washington Corporation and ADECCO USA, INC., a Delaware Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Orange 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