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For All Purposes

Attorneys for Plaintiff Rafael Ortega, a proxy for the State of California as an aggrieved employee pursuant to the Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

RAFAEL ORTEGA, a proxy for the
State of California as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

RELOGISTICS SERVICES, LLC; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU293928

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET SEQ.

**COMPLAINT FOR CIVIL PENALTIES FOR
VIOLATIONS OF CALIFORNIA LABOR
CODE, PURSUANT TO PAGA, §§ 2698, ET SEQ.**

Jury Trial Demanded

Case Management Conference

02/24/2023 08:30 AM - Department 02

1 Plaintiff Rafael Ortega (“Plaintiff”), a proxy for the State of California as an aggrieved
2 employee, alleges, on behalf the State of California and all aggrieved employees, as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a law enforcement action under the Labor Code Private Attorneys
5 General Act of 2004, California Labor Code sections 2698 et seq. (“PAGA”) to recover civil
6 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
7 current and former employees who worked for Relogistics Services, LLC, and DOES 1 through
8 10, inclusive (collectively “Defendants”) in California as non-exempt, hourly-paid employees,
9 and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the
10 Labor Code or any provision regulating hours and days of work in the applicable Industrial
11 Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint
12 (“Aggrieved Employees”), at any time between one year before Plaintiff’s submission of the
13 LWDA Notice (defined below) in advance of Plaintiff’s filing of this complaint (in addition to
14 all days the period was stayed or tolled) until judgment. Plaintiff’s pro-rata share of civil
15 penalties sought in this action does not exceed \$75,000.

16 2. This Court has jurisdiction over this action pursuant to California Code of Civil
17 Procedure section 410.10 and the California Constitution, Article VI, section 10. The statutes
18 under which this action is brought do not specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise intentionally
21 avail themselves of the California market so as to render the exercise of jurisdiction over them
22 by California courts consistent with traditional notions of fair play and substantial justice.

23 4. There is no basis for federal diversity jurisdiction in this action given that the
24 State of California, the real party in interest, is not a “citizen” for purposes of satisfying
25 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013)
26 (holding when the real party in interest is a state, it cannot be a “citizen” for purposes of
27 diversity jurisdiction). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the
28 amount in controversy requirement for federal diversity jurisdiction in this action, and that

diversity jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

5. Venue is proper in this county because Defendants employ Aggrieved Employees in this county and Labor Code violations occurred throughout California, including in this county. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.App.5th 1069, 1075 (2021) ("Venue is proper in any county in which an aggrieved employee worked and Labor Code violations allegedly occurred.")

6. PAGA authorizes aggrieved employees to sue as private attorneys general their current or former employers for civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

7. The State of California is the real party in interest under PAGA.

8. Plaintiff is a resident of Tulare County, California. Defendants employed Plaintiff from approximately August 2021 to approximately February 2022 as a non-exempt, hourly-paid employee for Defendants in California. Plaintiff worked as a pallet sorter and repair technician. Plaintiff typically worked approximately eight to ten hours or more per workday, four to five days per week, and forty hours or more per week. Plaintiff's job duties included duties such as taking damaged pallets sent from customers and returning them to service-ready condition before consolidating and shipping them back to the customers. In addition to repairing pallets, Plaintiff was expected to complete production paperwork, examine products after repairing to verify conformance to quality standards, maintain a clean and safe working environment, hand stack pallets to appropriate heights, load and unload materials from trailers by hand, help move pallets or materials on pallets or in crates around the storage facility, stack pallets or materials in the correct manner, follow inventory control instructions, and check loads to ensure they were secure, and performing other duties as assigned.

9. Plaintiff is informed and believes, and alleges, that Defendant Relogistics Services, LLC, is doing business in California, and at all times mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. Plaintiff is informed and believes, and alleges, that Defendant Relogistics Services, LLC has its principal place of business in California, and owns and operates facilities across California, including in this county.

11. Plaintiff is unaware of the true names or capacities of the Defendants sued in this complaint under the fictitious names DOES 1 through 10 and will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known. Plaintiff is informed and believes, and alleges, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of the other named Defendants, and that each and all of the acts and omissions alleged in this complaint were performed by, or is attributable to, Defendants each acting as the agent, employee, alter ego, joint employer, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

12. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of in this Complaint. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the harm and violations alleged in this Complaint.

13. Plaintiff is informed and believes, and alleges, that each of the Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged in this Complaint.

PAGA REPRESENTATIVE ALLEGATIONS

14. Plaintiff is informed and believes that Defendants provide companies with pallet and container management services. Among other things, Plaintiff is informed and believes that Defendants handle tens of millions of pallets and reusable containers annually. Plaintiff is informed and believes that Defendants assist in cost effective solutions to managing reusable and recyclable transport packaging.

15. Upon information and belief, Defendants maintain a centralized Human

Resources department for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved employees. At all relevant times, Defendants issued and maintained uniform standardized practices and procedures for all non-exempt, hourly-paid employees in California, including Plaintiff and Aggrieved employees, regardless of their location or position.

16. Upon information and belief, Defendants process payroll for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved Employees. Further, Defendants issue the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their work location, position, or manner in which each employee's employment ended. Defendants' payroll department processed payroll for non-exempt, hourly-paid employees in the same manner throughout California. In other words, Defendants utilized the same methods and formulas when calculating wages and any other remunerations due to Plaintiff and Aggrieved Employees in California.

17. Defendants continue to employ non-exempt, hourly-paid employees in California.

18. Plaintiff is informed and believes, and alleges, that at all times mentioned, Defendants were advised by skilled lawyers and other professionals, employees, and advisors knowledgeable about California labor and wage law, employment, and personnel practices, and about the requirements of California law.

19. Plaintiff is informed and believes, and alleges, that Plaintiff and Aggrieved Employees were not fully compensated because, among other reasons, all hours worked may not have been recorded, may have been rounded, and/or because Defendants did not always pay for all hours worked.

20. Plaintiff is informed and believes, and alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving overtime wages at the correct overtime rate and/or for work that was required to be performed. Defendants have failed to compensate Plaintiff and Aggrieved employees with all required overtime pay and/or at the correct rate of

overtime pay.

21. Plaintiff is informed and believes, and alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for all hours worked. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for all work performed.

22. Plaintiff is informed and believes, and alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to meal periods in accordance with the Labor Codes and applicable Industrial Welfare Commission (“IWC”) Wage Order; that Plaintiff and Aggrieved employees were entitled to payment of one additional hour of pay at their regular rates of compensation when they were not provided timely, uninterrupted, thirty-minute meal periods; and that Plaintiff and Aggrieved Employees were not provided with all meal periods or payments of one additional hour of pay at their regular rates of compensation when they did not receive a full, timely, uninterrupted thirty-minute meal period.

23. Plaintiff is informed and believes, and alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order; that Plaintiff and Aggrieved Employees were entitled to payment of one additional hour of pay at their regular rates of compensation when they were not provided with a compliant rest period; and that Plaintiff and Aggrieved Employees were not provided compliant rest periods or payment of one additional hour of pay at their regular rates of compensation when they were not provided a compliant rest period.

24. Plaintiff is informed and believes, and alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive sick pay; that Defendants have failed to compensate Plaintiff and Aggrieved Employees with all required sick pay and/or the correct rate of sick pay; and Defendants failed to provide Plaintiff and Aggrieved Employees with written notice that sets forth the amount of paid sick leave and/or supplemental sick leave available, or paid time off leave provided in lieu of sick leave, for use on either Plaintiff’s and Aggrieved Employees’ itemized wage statements or in separate writings provided on the designated pay dates with Plaintiff and Aggrieved Employees’

1 payments of wages.

2 25. Plaintiff is informed and believes, and alleges, that Defendants knew or should
3 have known that Plaintiff and Aggrieved Employees were entitled to receive certain reporting
4 time wages and that they were not paid reporting time wages. Defendants have failed to
5 compensate Plaintiff and Aggrieved Employees with all required reporting time wages and/or
6 the correct rate of reporting time wages.

7 26. Plaintiff is informed and believes, and alleges, Defendants' policies and practices
8 resulted in the payment of less than statutorily required wages to Plaintiff and Aggrieved
9 Employees. Defendants acted with the intent to deprive Plaintiff and Aggrieved Employees of
10 statutory wages, including, but not limited to, overtime wages, minimum wages, sick pay wages,
11 reporting time wages, and meal period and rest period premium wages, to which they were
12 entitled to under California law.

13 27. Plaintiff is informed and believes, and alleges, that Defendants knew or should
14 have known that Plaintiff and Aggrieved Employees were entitled to receive complete and
15 accurate wage statements in accordance with California law. In violation of the California Labor
16 Code, Plaintiff and Aggrieved Employees were not provided complete and accurate wage
17 statements.

18 28. Plaintiff is informed and believes, and alleges, that Defendants knew or should
19 have known that Defendants had a duty to maintain accurate and complete payroll records in
20 accordance with the Labor Code and applicable IWC Wage Order but failed to do so.

21 29. Plaintiff is informed and believes, and alleges, that Defendants knew or should
22 have known that Defendants had a duty to maintain accurate and complete time records in
23 accordance with the Labor Code and applicable IWC Wage Order but failed to do so.

24 30. Plaintiff is informed and believes, and alleges, that Defendants knew or should
25 have known that Plaintiff and Aggrieved Employees were entitled to the timely payment of
26 wages during their employment. In violation of the California Labor Code, Plaintiff and
27 Aggrieved Employees did not receive payment of all wages, including, but not limited to,
28 overtime wages, and minimum wages, sick pay wages, reporting time wages, and meal period

1 and rest period premium wages, within permissible time periods.

2 31. Plaintiff is informed and believes, and alleges, that Defendants knew or should
3 have known that Plaintiff and Aggrieved Employees were entitled to timely payment of all
4 wages earned upon termination of employment. In violation of the California Labor Code,
5 Plaintiff and Aggrieved Employees did not receive payment of all wages due, including, but not
6 limited to, overtime wages, minimum wages, and meal period and rest period premium wages,
7 and reporting time wages, within permissible time periods.

8 32. Plaintiff is informed and believes, and alleges, that Defendants knew or should
9 have known that they had a duty to provide Plaintiff and Aggrieved Employees with written
10 notice of the material terms of their employment with Defendants as required by the
11 California Wage Theft Prevention Act but have failed to do so.

12 33. Plaintiff is informed and believes, and alleges, that Defendants knew or should
13 have known that Plaintiff and Aggrieved Employees were entitled to reimbursement for all
14 business-related expenditures and/or losses they incurred during the course and scope of their
15 employment, and that they did not receive reimbursement of business-related expenditures
16 and/or losses they incurred.

17 34. Plaintiff is informed and believes, and alleges, that at all times mentioned,
18 Defendants knew or should have known that they had a duty to compensate Plaintiff and
19 Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay
20 such compensation, but failed to do so, and falsely represented to Plaintiff and Aggrieved
21 Employees that they were properly denied wages, all in order to increase Defendants' profits.

22 35. At all times, PAGA provides that any provision of law under the Labor Code and
23 applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the
24 Labor and Workforce Development Agency ("LWDA") for violations of the California Labor
25 Code and applicable IWC Wage Order may, as an alternative, be recovered by Aggrieved
26 Employees in a civil action brought on behalf of themselves and other current or former
27 employees pursuant to procedures outlined in Labor Code section 2699.3.

28 36. PAGA defines an "Aggrieved Employee" in Labor Code section 2699(c) as "any

1 person who was employed by the alleged violator and against whom one or more of the alleged
2 violations was committed.”

3 37. Plaintiff and other current and former employees of Defendants are “Aggrieved
4 Employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
5 former employees and one or more of the alleged violations were committed against them.

6 38. Pursuant to California Labor Code sections 2699.3 and 2699.5, an Aggrieved
7 Employee, including Plaintiff, may pursue a civil action arising under PAGA after exhausting
8 the notice requirements set forth in those sections:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing with the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated, including the facts and theories to support the alleged violation.
- 13 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
14 Section 2699.3(a) and any employer response to that notice shall be
15 accompanied by a filing fee of seventy-five dollars (\$75).
- 16 (c) The LWDA shall notify the employer and the aggrieved employee or
17 representative by certified mail that it does not intend to investigate the
18 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
19 postmark date of the aggrieved employee’s notice. Upon receipt of the
20 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
21 calendar days of the postmark date of the aggrieved employee’s notice,
22 the aggrieved employee may commence a civil action pursuant to
23 California Labor Code section 2699 to recover civil penalties.

24 39. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
25 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
26 other than those listed in Section 2699.5 after the following requirements have been met:

- 27 (a) The aggrieved employee or representative shall give (a) written notice by
28 online filing with the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to Section 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

40. On or about August 23, 2022, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, accompanied by the applicable filing fee of seventy-five dollars (\$75). A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated August 23, 2022, is attached as Exhibit 1.

41. As of the filing of this complaint, 65 days have passed since Plaintiff sent the LWDA Notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

42. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 223, 224, 233, 226(a), 226.7, 246, 248.2, 248.5, 510, 1174(d), 1182.12, 1194, 1197,

1 1197.1, 1198, 2802, 2810.5 as well as all applicable IWC Wage Orders.

2 43. Defendants, at all times relevant to this complaint, were employers or persons
3 acting on behalf of an employer who violated Plaintiff's and Aggrieved Employees' rights by
4 violating various sections of the California Labor Code as set forth herein.

5 44. As set forth below, Defendants have violated numerous provisions of both the
6 Labor Code sections regulating hours and days of work, as well as the applicable IWC Wage
7 Order.

8 45. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
9 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney
10 general, seeks assessment and collection of civil penalties for herself, all Aggrieved Employees,
11 and the State of California against Defendants, in addition to other remedies, for violations of
12 California Labor Code sections 201, 202, 203, 204, 210, 223, 224, 233, 226(a), 226.7, 246,
13 248.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 as well as
14 all applicable IWC Wage Orders.

15 46. PAGA permits Plaintiff to recover civil penalties for the violation(s) of the Labor
16 Code.

17 **FIRST CAUSE OF ACTION**

18 **For Civil Penalties Pursuant to California Labor Code sections 2698, et seq.**

19 **(Against all Defendants)**

20 47. California Labor Code sections 2698, et seq. permit Plaintiff to recover various
21 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
22 2699.5. Section 2699.5 enumerates, among others, Labor Code sections 201, 202, 203, 204,
23 223, 224, 233, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 as
24 well as all applicable IWC Wage Orders.

25 48. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff,
26 to recover civil penalties for violations of those Labor Code sections not found in section
27 2699.5, such as Sections 225.5, 246, 248.2, 248.5, 1182.12, 2810.5.

28 49. Defendants' conduct, as alleged, violates numerous sections of the California

Labor Code, including, but not limited to, the following:

- (a) Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violations of Labor Code sections 223, 224, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with meal periods and/or pay meal period premiums and/or pay meal period premiums at the correct rate of pay, as set forth below;
- (d) Violations of Labor Code sections 226.7, 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with rest periods and/or pay rest period premiums and/or pay rest period premiums at the correct rate of pay, as set forth below;
- (e) Violations of Labor Code sections 233, 246, 248.2, 248.5, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with sick pay at the correct rate of pay and/or a notice in writing of accrued/available paid sick leave, as set forth below;
- (f) Violations of Labor Code sections 1194, 1197, 1198, and the applicable IWC Wage Order for failure to provide reporting time pay, as set forth below;
- (g) Violations of Labor Code sections 223 for the secret underpayment of wages to Plaintiff and Aggrieved Employees, as set forth below;
- (h) Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order for failure to furnish accurate and complete wage statements

to Plaintiff and Aggrieved Employees, as set forth below;

- (i) Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order for failure to maintain accurate payroll records, as set forth below;
- (j) Violations of Labor Code section 1198 and the applicable IWC Wage Order for failure to maintain accurate time records, as set forth below;
- (k) Violations of Labor Code section 204 for failure to timely pay Plaintiff and Aggrieved Employees all earned wages during employment, as set forth below;
- (l) Violations of Labor Code sections 201, 202, and 203, for failure to timely pay all earned wages upon termination, as set forth below;
- (m) Violations of Labor Code sections 1198 and 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and Aggrieved Employees' employment with Defendants, as set forth below; and,
- (n) Violations of Labor Code sections 2800, 2802, and the applicable IWC Wage Order for failure to reimburse necessary expenditures and losses incurred by Plaintiff and other Aggrieved Employees in the performance of their jobs, as set forth below.

**FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF LABOR CODE SECTIONS 510, 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11010 SUBD. 3**

50. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and every allegation set forth above and below.

51. California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under

1 conditions of labor prohibited by the order is unlawful.”

2 52. California Labor Code section 1198 and the applicable IWC Wage Order provide
3 that it is unlawful to employ persons without compensating them at a rate of pay either time-
4 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
5 worked by the person on a daily or weekly basis.

6 53. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and Aggrieved Employees working more than eight hours in a day
8 or more than forty hours in a workweek, at the rate of time and one-half for all hours worked in
9 excess of eight hours in a day or more than forty hours in a workweek.

10 54. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiff and Aggrieved Employees working more than twelve hours in a day,
12 overtime compensation at a rate of two times their regular rate of pay, and required to pay
13 Plaintiff and Aggrieved Employees at a rate of two times their regular rate of pay for hours
14 worked in excess of eight hours on the seventh consecutive day of a work in a workweek.

15 55. An employee’s regular rate of pay includes all remuneration for employment
16 paid to, or on behalf of, the employee, such as non-discretionary bonuses, shift differentials,
17 and/or other incentive pay.

18 56. California Labor Code section 510 codifies the right to overtime compensation at
19 one and one-half times the regular rate of pay for hours worked in excess of eight hours in a day
20 or forty hours in a week or for the first eight hours worked on the seventh day of work, and to
21 overtime compensation at twice the employee’s regular rate of pay for hours worked in excess
22 of twelve hours in a day or in excess of eight hours in a day on the seventh day of work.

23 57. At all relevant times, Defendants failed to pay all overtime wages owed to
24 Plaintiff and Aggrieved Employees as they were not paid overtime premiums for all of the hours
25 they worked in excess of eight (or twelve) hours in a day, in excess of forty hours in a week,
26 and/or for the seventh consecutive day of work (or in excess of eight hours on the seventh
27 consecutive day of work), sometimes because all hours that they worked were not recorded, and
28 other times because they were simply not paid for all hours that were recorded and/or worked.

1 Plaintiff and Aggrieved Employees have been subject to Defendants' control during pre-shift
2 and post-shift times, as well as during unpaid meal periods, which, when working overtime-
3 eligible shifts, results in underpaid overtime compensation. For example, Defendants have
4 forced Plaintiff and Aggrieved Employees to undergo security screenings, such as metal
5 detection and inspections of personal possessions brought into and taken out of the work
6 location, upon leaving or returning to the work location during times while employees are off
7 the clock. Also, based on information and belief, not all recorded work hours were paid because
8 of rounding practices and/or inaccurate timekeeping policies and practices. As a result, Plaintiff
9 believes the hours he and other Aggrieved Employees have worked may not have been properly
10 recorded and/or paid, and therefore, Plaintiff and other Aggrieved Employees may not have
11 been properly compensated for all hours that were recorded and/or worked.

12 58. At all relevant times, Defendants did not pay Plaintiff and Aggrieved Employees
13 the correct overtime rate for the recorded overtime hours that they generated. Defendants'
14 regular rate of pay for calculating overtime wages has not included all required remunerations or
15 the correct calculation. For example, on information and belief, during times when Plaintiff and
16 Aggrieved Employees have worked overtime and to the extent they received non-discretionary
17 bonuses, shift differentials, and/or other incentive pay, Defendants have not paid all overtime
18 wages because Defendants have paid a lower overtime rate than required by California law.

19 59. At all relevant times Defendants knew or should have known that, as a result of
20 their policies, practices and/or procedures, Plaintiff and Aggrieved Employees were at times
21 performing their assigned duties off-the-clock (and/or unrecorded), were subject to control of
22 Defendants, and/or were suffered or permitted to perform work for which they were not paid.
23 Defendants also knew, or should have known, that they did not compensate Plaintiff and
24 Aggrieved Employees for off-the-clock work or all hours worked. Because Plaintiff and
25 Aggrieved Employees sometimes worked shifts longer than eight or twelve hours a day, more
26 than forty hours a week, and/or seven consecutive days (or in excess of eight hours on the
27 seventh consecutive day), some of the unrecorded work qualified for overtime premium pay. At
28 other times, Defendants simply did not pay for all the hours that were recorded. Therefore,

1 Plaintiff and Aggrieved Employees were not paid overtime wages for all of the overtime hours
2 they actually worked. Defendants' failure to pay Plaintiff and Aggrieved Employees the balance
3 of overtime compensation, as required by California law, violates the California Labor Code and
4 the applicable Wage Order.

5 60. Defendants knew or should have known that, as a result of their policies and/or
6 practices, Plaintiff and Aggrieved Employees were performing work for which Plaintiff and
7 Aggrieved Employees were not paid. Defendants also knew or should have known that they did
8 not compensate Plaintiff and Aggrieved Employees for all hours worked. Because Plaintiff and
9 Aggrieved Employees sometimes worked shifts of eight hours a day or more and forty hours a
10 week or more, some of this work performed before shifts qualified for overtime premium pay.
11 Therefore, Plaintiff and Aggrieved Employees were not paid overtime wages for all of the
12 overtime hours they actually worked.

13 61. Defendants' failure to pay Plaintiff and Aggrieved Employees overtime
14 compensation, as required by California law, violates the provisions of California Labor Code
15 sections 510, 558, 1194, and 1198 and applicable IWC Wage Order. Plaintiff and Aggrieved
16 Employees are entitled to recover from Defendants civil penalties, attorneys' fees, costs, and
17 interest pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

18 **FAILURE TO PAY MINIMUM WAGES IN**
19 **VIOLATION OF LABOR CODE SECTIONS 224, 1182.12, 1194, 1197, 1197.1, 1198, AND**
20 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11010, SUBD. 4**

21 62. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
22 every allegation set forth above and below.

23 63. California Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the
24 applicable Wage Order require employers to pay employees the minimum wage fixed by the
25 IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work
26 time is defined by the applicable Wage Order as "the time during which an employee is subject
27 to the control of an employer, and includes all the time the employee is suffered or permitted to
28 work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11010, subd. 2(K) (defining

1 “Hours Worked”). Labor Code section 224 prohibits any deduction from an employee’s wages
2 which is not authorized by the employer in writing or permitted by law.

3 64. During all relevant times, Defendants have not paid for all the time Plaintiff and
4 Aggrieved Employees have worked throughout the day such as all time in the workday when the
5 employees have performed work tasks subject to the control of Defendants. Plaintiff and
6 Aggrieved Employees have been subjected to Defendants’ control pre-shift, post-shift, and
7 throughout the workday. For example, Defendants have forced Plaintiff and other Aggrieved
8 Employees to undergo security screenings, such as metal detection and inspections of personal
9 possessions brought into and taken out of the work location, upon leaving or returning to the
10 work location, even during times while employees are off the clock. Also, on information and
11 belief, Defendants have unlawfully deducted Plaintiff’s and Aggrieved Employees’ wages.

12 65. To the extent that the off-the-clock work and/or unpaid hours do not qualify for
13 overtime premium payment, Defendants have not paid at least minimum wages for those hours
14 worked off-the-clock or that were recorded but not paid in violation of Labor Code sections
15 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order.

16 66. Defendants’ failure to pay Plaintiff and Aggrieved Employees minimum wages
17 violates California Labor Code sections 224, 1182.12, 1194, 1197, 1197.1, and 1198. Plaintiff
18 and Aggrieved Employees are entitled to recover from Defendants civil penalties, attorneys’
19 fees, costs, and interest pursuant to Labor Code sections 225.5, 1194, 1197.1, and/or 2699(a),
20 (f), and (g).

21 **FAILURE TO PROVIDE AND PROPERLY RECORD MEAL PERIODS IN**
22 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198, AND**
23 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11010 SUBD. 11**

24 67. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
25 every allegation set forth above and below.

26 68. At all relevant times set forth, the applicable IWC Wage Order and California
27 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and Aggrieved Employees’
28 employment by Defendants.

69. At all relevant times set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable Wage Order require employers to provide meal periods and to pay employees one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period (or rest period) is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted duty-free and control-free meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start no later than the end of an employee's fifth hour of work. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012); *see also* Cal. Code Regs. tit. 8, § 11010, subd. 11. Labor Code sections 226.7 and 512(a) also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours in a day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was taken, and if not provided, to also pay an employee one additional hour of pay at the employee's regular rate of compensation.

70. At all relevant times set forth, Defendants have not provided Plaintiff and Aggrieved Employees an opportunity to take first or second meal periods and, further, took no efforts to relieve them of all of their duties such that Plaintiff and Aggrieved Employees could take compliant meal periods. As a result, Plaintiff and Aggrieved Employees have frequently not been permitted to take timely compliant meal periods. Also, for the same reason, Defendants have not authorized and permitted Plaintiff and Aggrieved Employees who worked in excess of ten hours but not longer than twelve hours and who did not waive their legally mandated meal periods by mutual consent to take a second uninterrupted meal period of not less than thirty minutes. On information and belief, Defendants have failed to provide meal periods and as a matter of policy and practice, Defendants have not provided Plaintiff and Aggrieved Employees with full thirty-minute meal periods for each day worked where they are free from Defendants'

1 required duties and control. Defendants have subjected Plaintiff and Aggrieved Employees to
2 control and demanding duties throughout their workday, even during times which should
3 constitute uninterrupted duty-free meal periods. For example, Defendants have forced Plaintiff
4 and other Aggrieved Employees to undergo security screenings, such as metal detection and
5 inspections of personal possessions brought into and taken out of the work location, upon
6 leaving or returning to the work location during meal periods. Defendants have encouraged and
7 required Plaintiff and Aggrieved Employees to stay working and/or remain under employer
8 control. Furthermore, Plaintiff and Aggrieved Employees have also not been provided timely
9 meal periods. For instance, all the time Plaintiff and Aggrieved Employees have worked off-the-
10 clock pre-shift and/or have had their time rounded has not been accounted for and has resulted
11 in meal periods being provided, if at all, after the end of the fifth hour of work.

12 71. During the relevant time period, Defendants have intentionally and willfully
13 required Plaintiff and Aggrieved Employees to work through meal periods. Defendants have
14 also engaged in a systematic, company-wide policy to not pay meal period premiums. As a
15 result, Defendants have failed to provide Plaintiff and Aggrieved Employees with compliant
16 meal periods and failed to pay the full meal period premiums due in violation of California
17 Labor Code sections 226.7 and 512 and applicable IWC Wage Order.

18 72. When Defendants have paid meal period premium wages, based on information
19 and belief and to the extent Defendants pay any non-discretionary remuneration, they have been
20 paid at incorrect rates given Defendants' failure to incorporate non-discretionary remuneration
21 into their regular rate calculation. Because Defendants have not properly calculated their
22 employees' regular rates of compensation by failing to include all applicable remunerations,
23 such as any nondiscretionary bonuses, shift differentials, and/or incentive pay, any premiums
24 paid for meal period violations have been paid at an incorrect rate and have resulted in an
25 underpayment of meal period premium wages. In other words, based on information and belief
26 and to the extent Defendants pay any non-discretionary remuneration, when Defendants have
27 paid employees meal period premium payments, the regular rate of compensation for calculating
28 the premium payment has not included all required remunerations or the correct calculation.

1 Based on information and belief and to the extent Plaintiff and Aggrieved Employees have been
2 paid any nondiscretionary remunerations, Defendants have not paid all meal period premium
3 wages because Defendants have paid meal period premium wages at a lower rate than required
4 by California law. Furthermore, to the extent Defendants have paid meal period premium wages
5 to Plaintiff and Aggrieved Employees, such payments have been admissions of Defendants’
6 failure to provide meal periods.

7 73. Pursuant to California Labor Code section 226.7(b) and the applicable IWC
8 Wage Order, Plaintiff and Aggrieved Employees are entitled to recover from Defendants one
9 additional hour of pay at their regular rates of compensation for each workday that a required
10 meal period was not provided.

11 74. Defendants’ conduct has violated California Labor Code sections 226.7, 512,
12 558, and 1198, and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees are
13 therefore entitled to recover from Defendants civil penalties, attorneys’ fees, costs, and interest
14 pursuant to Labor Code sections 226.7, 512, 558, 1198, and 2699(a), (f), and (g).

15 **FAILURE TO PROVIDE REST PERIODS IN**
16 **VIOLATION OF LABOR CODE SECTIONS 226.7, 1198, AND**
17 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11010 SUBD. 12**

18 75. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
19 every allegation set forth above and below.

20 76. At all relevant times, California Labor Code sections 226.7, 1198, and the IWC
21 Wage Order were applicable to Plaintiff’s and Aggrieved Employees’ employment by
22 Defendants.

23 77. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any rest period mandated by an applicable
25 IWC Wage Order. The applicable Wage Order provides that “[e]very employer shall authorize
26 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
27 of each work period” and that the “rest period time shall be based on the total hours worked
28 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof”

1 unless the total daily work time is less than three and one-half (3½) hours. Cal. Code Regs. tit.
2 8, § 11010, subd. 12. To comply with its obligation to provide rest periods under California
3 Labor Code section 226.7 and the applicable Wage Order, an employer must “relinquish any
4 control over how employees spend their break time, and relieve their employees of all duties
5 including the obligation that an employee remain on call. A rest period, in short, must be a
6 period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

7 78. California Labor Code section 226.7 provides that no employer shall require an
8 employee to work during any rest period mandated by an applicable order of the IWC. Pursuant
9 to Labor Code section 226.7(b) and the applicable IWC Wage Order, Plaintiff and Aggrieved
10 Employees are entitled to recover from Defendants one additional hour of pay at their regular
11 rates of compensation for each workday that a required rest period was not provided.
12 Defendants’ policies and/or practices have prevented Plaintiff and Aggrieved Employees from
13 being relieved of all duty to take compliant rest periods. As a result, Plaintiff and Aggrieved
14 Employees have frequently worked shifts in excess of 3.5 hours, in excess of 6 hours, in excess
15 of 10 hours, in excess of 14 or more hours, without receiving all uninterrupted net ten-minute
16 rest periods to which they have been entitled. Defendants have subjected Plaintiff and
17 Aggrieved Employees to control and demanding duties throughout their workday, even during
18 times which should constitute uninterrupted duty-free rest periods. For example, Defendants
19 have forced Plaintiff and other Aggrieved Employees to undergo security screenings, such as
20 metal detection and inspections of personal possessions brought into and taken out of the work
21 location, upon leaving or returning to the work location, even during rest periods, thereby
22 interrupting and/or causing rest periods to be less than the required length. Furthermore,
23 Defendants have subjected Plaintiff and Aggrieved Employees to control during rest periods
24 by requiring employees to remain on the work premises. Defendants have encouraged and
25 required employees to stay working and/or remain under employer control. Furthermore,
26 Plaintiff and Aggrieved Employees have also not been provided full and timely rest periods. For
27 instance, all the time Plaintiff and Aggrieved Employees have worked off-the-clock pre-shift
28 has not been accounted for and has resulted in rest periods being provided, if at all, later than

every four hours or major fraction thereof of work.

79. Moreover, upon information and belief, Defendants have engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not provided. Additionally, when rest period premium wages have been paid, based on information and belief and to the extent Defendants pay any non-discretionary pay, they have been paid at incorrect rates given Defendants' failure to incorporate non-discretionary pay into their regular rate calculation. Because Defendants have not properly calculated their employees' regular rates of compensation by including all applicable remunerations, such as nondiscretionary bonuses, shift differentials, and/or incentive pay, any premiums paid for rest period violations have been paid at an incorrect rate and have resulted in an underpayment of rest period premium wages. In other words, based on information and belief and to the extent Defendants pay any non-discretionary pay, when Defendants have paid employees rest period premium payments, the regular rate of pay for calculating the premium payment has not included all required remunerations or the correct calculation. Based on information and belief and to the extent Plaintiff and Aggrieved Employees have been paid nondiscretionary remunerations, Defendants have not paid all rest period premium wages because Defendants have paid rest period premium wages at a lower rate than required by California law.

80. Thus, Defendants have not provided Plaintiff and Aggrieved Employees rest periods and failed to pay them rest period premium wages due, in violation of California Labor Code section 226.7 and the applicable IWC Wage Order. Because Defendants have not properly calculated Plaintiff's and Aggrieved Employees' regular rates of compensation by including all remunerations, such as nondiscretionary bonuses, shift differentials, and/or incentive pay, any premiums paid for rest period violations have also been paid at an incorrect rate and have resulted in an underpayment of rest period premium wages. Furthermore, to the extent Defendants have paid rest period premium wages to Plaintiff and Aggrieved Employees, such payments have been admissions of Defendants' failure to provide rest periods.

81. Defendants' conduct violates California Labor Code sections 226.7 and 1198,

1 and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees are therefore entitled
2 to recover from Defendants unpaid rest period premiums, attorneys' fees, costs, and interest
3 pursuant to Labor Code sections 226.7, 1198, and 2699(a), (f), and (g).

4 **FAILURE TO PROVIDE SICK PAY IN**
5 **VIOLATION OF LABOR CODE SECTIONS 233, 246, 248.2, AND 248.5**

6 82. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
7 every allegation set forth above and below.

8 83. At all relevant times, under California Labor Code sections 233 and 246,
9 employers in California must provide employees with paid sick leave at a specified rate of pay
10 which must factor in additional earnings during a given pay period where such leave is used.

11 84. Under California Labor Code section 248.2, employers must provide employees
12 with supplemental sick leave at a specified rate of pay which must factor in additional earnings
13 during a given pay period where such leave is used.

14 85. During the relevant time period, Plaintiff and Aggrieved Employees have earned
15 additional nondiscretionary compensation, such as, by way of example, shift differentials or
16 incentive pay. Upon information and belief, Defendants have failed to provide Plaintiff and
17 Aggrieved Employees with the appropriate rate of pay when paying sick pay as required under
18 California Labor Code sections 233, 246, and 248.2. In other words, upon information and
19 belief, Defendants have failed to factor in nondiscretionary compensation and have therefore
20 failed to provide the appropriate rate of pay when paying sick pay as required by California
21 Labor Code sections 233, 246, and 248.2.

22 86. Furthermore, Defendants have also failed to provide Plaintiff and other
23 Aggrieved Employees with written notice that sets forth the amount of paid sick leave available
24 and/or supplemental sick leave, or paid time off leave that Defendants provide in lieu of sick
25 leave, for use on either Plaintiff's or Aggrieved Employees' itemized wage statements or in
26 separate writings provided on the designated pay dates with the employees' payments of wages.
27 Also, supplemental paid sick leave has not been set forth separately from paid sick days.

28 87. As a result of Defendants' violations of California Labor Code sections 233, 246,

1 248.2, and 248.5, Plaintiff and Aggrieved Employees are entitled to recover from Defendants
2 civil penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 248.2 and/or
3 2699(a), (f), and (g).

4 **FAILURE TO PAY REPORTING TIME WAGES**
5 **VIOLATIONS OF LABOR CODE SECTIONS 1194, 1197, 1198, CALIFORNIA CODE**
6 **OF REGULATIONS TITLE 8, SECTION 11010 SUBD. 5(A)**

7 88. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
8 every allegation set forth above and below.

9 89. At all relevant times, California Labor Code section 1197 makes it unlawful to
10 pay an employee less than the minimum wage as established by the Industrial Welfare
11 Commission.

12 90. At all relevant times, California Labor Code section 1198 provides that the
13 maximum hours of work and the standard conditions of labor fixed by the commission shall be
14 the maximum hours of work and the standard conditions of labor by the commission shall be the
15 maximum hours of work and the standard conditions of labor for employees. The employment
16 of any employee for longer hours than those fixed by the order or under conditions of labor
17 prohibited by the order is unlawful.

18 91. At all relevant times, the applicable reporting time wages are fixed by the IWC
19 in Wage Order 1-2001. In relevant part, Section 5 of the applicable wage order provides: (A)
20 Each workday an employee is required to report for work and does report, but is not put to work
21 or is furnished less than half said employee's usual or scheduled day's work, the employee shall
22 be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours
23 nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than
24 the minimum wage.

25 92. Defendants have failed to pay reporting time wages. In particular, Plaintiff and
26 Aggrieved Employees have been forced to report to work and have been furnished with less
27 than half their usual or scheduled day's work. For instance, Plaintiff had reported to work based
28 on the schedule that Defendants provided to him only to be sent home immediately or be sent

1 home before having worked less than half of his scheduled shift. When this occurred, Plaintiff
2 did not receive the proper reporting time pay.

3 93. On information and belief, Plaintiff and Aggrieved Employees have reported to
4 work at Defendants' direction, and then have been sent home without the legal compensation at
5 their regular rate of pay (or even at the minimum wage).

6 94. By failure to pay hourly wages for reporting time, Defendants have willfully
7 violated California Labor Code sections 1194, 1197, 1198, and applicable IWC Wage Orders.

8 95. Plaintiff and Aggrieved Employees are therefore entitled to recover from
9 Defendants civil penalties, attorneys' fees, costs and interest pursuant to Labor Code sections
10 2699(a), (f), and (g).

11 **SECRET UNDERPAYMENT OF WAGES IN**
12 **VIOLATION OF LABOR CODE SECTION 223**

13 96. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
14 every allegation set forth above and below.

15 97. At all relevant times, California Labor Code section 223 makes it unlawful for an
16 employer to secretly pay wages lower than required by statute or contract while purporting to
17 pay legal wages.

18 98. Defendants' policies and practices resulted in the payment of less than statutorily
19 required wages to Plaintiff and Aggrieved Employees. Defendants acted with the intent to
20 deprive Plaintiff and Aggrieved Employees of statutory wages, including, but not limited to,
21 overtime wages, minimum wages, reporting time wages, sick pay, and meal period and rest
22 period premium wages, to which they were entitled to under California law.

23 99. Defendants' conduct violates California Labor Code section 223. Plaintiff and
24 Aggrieved Employees are therefore entitled to recover from Defendants civil penalties,
25 attorneys' fees, costs, and interest pursuant to Labor Code sections 225.5 and/or 2699(a), (f),
26 and (g).

**FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS, MAINTAIN
ACCURATE AND COMPLETE PAYROLL RECORDS, AND MAINTAIN
ACCURATE AND COMPLETE TIMEKEEPING RECORDS IN
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), 1198, AND CALIFORNIA
CODE OF REGULATIONS TITLE 8, SECTION 11010, SUBD. 7**

100. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and every allegation set forth above and below.

101. At all relevant times, California Labor Code section 226(a) provides that every employer shall furnish employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

102. Defendants have not provided Plaintiff and Aggrieved Employees with properly itemized wage statements.

103. Defendants have provided Plaintiff and Aggrieved Employees with incomplete and inaccurate wage statements. Defendants have failed to provide accurate wage statements for Plaintiff and Aggrieved Employees showing, among other things, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, and/or failing to state all hours worked as a result of rounding and/or not recording or stating all the hours that Plaintiff and Aggrieved Employees worked.

104. Because Defendants have failed to provide, among other things, the accurate number of total hours worked, as well as gross wages earned, and net wages earned on wage statements, Plaintiff and Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff and Aggrieved Employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

105. In addition, the total regular, overtime, and shift differential hours listed in

Defendants’ wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent pay period. Likewise, Defendants have provided wage statements which do not properly itemize the total hours worked because Defendants itemize the incorrect number of hours work or an undecipherable number of hours worked or both or do not even itemize total hours worked. Without additional information regarding the wage statement and undecipherable codes, Plaintiff and Aggrieved Employees cannot simply arrive at the sum of hours worked. Thus, Defendants’ wage statement have not complied with Labor Code section 226(a)(2).

106. Furthermore, because Defendants have not calculated the regular rate of pay correctly for purposes of paying overtime, sick pay, and/or premium wages, Defendants have not listed the correct amount of gross wages and net wages earned by Plaintiff and Aggrieved Employees in violation of Sections 226(a)(1) and (5).

107. Defendants have knowingly and intentionally failed to properly itemize the regular, overtime, and shift differential rates in effect during each pay period and the corresponding number of hours worked, making it impossible to determine the correct pay rate promptly and easily with the corresponding hours and pay. Plaintiff’s and Aggrieved Employees’ wage statements incorrectly show the regular rate, overtime rate, shift differential, and/or other applicable rate and incorrectly show regular rate, overtime rate, shift differential, and/or other applicable hours at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular, overtime, and shift differential hours, the total is incorrect because it is different than the total number of hours actually worked by the employee during the pay period. As such, Defendants’ wage statements have not complied with California Labor Code section 226(a)(9) which requires an itemized statement to show “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” The coding on Defendants’ wage statements cannot be said to have clearly engaged Plaintiff’s and Aggrieved Employees’ use of simple math to understand the rates of pay and total hours worked itemized on the wage statements. Defendants’ wage statements here have

1 confused and misled Plaintiff and Aggrieved Employees as to what the rates of pay and total
2 hours worked are, a confusion that is compounded by the fact that Defendants do not itemize the
3 total hours worked on the wage statements (and if Defendants have provided a “total hours
4 worked” category the number is incorrect).

5 108. Furthermore, because Defendants have failed to pay all meal period and rest
6 period premiums to Plaintiff and Aggrieved Employees, especially at the correct regular rate of
7 compensation, Defendants have not listed the correct amount of gross wages and net wages
8 earned by Plaintiff and Aggrieved Employees in violation of Sections 226(a)(1) and (5).

9 109. Because Defendants have failed to provide, among other things, the accurate
10 number of total hours worked, gross wages earned, net wages earned, and the applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked on wage
12 statements, Plaintiff and Aggrieved Employees have been prevented from verifying, solely from
13 information on the wage statements themselves, that they were paid correctly and in full, and
14 were given confusing and/or incomplete information. Instead, Plaintiff and Aggrieved
15 Employees have had to look to sources outside of the wage statements themselves and
16 reconstruct time records to determine whether in fact they were paid correctly and the extent of
17 underpayment, thereby causing them injury.

18 110. California Labor Code section 1174(d) provides that “[e]very person employing
19 labor in this state shall ... [k]eep a record showing the names and addresses of all employees
20 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants
21 or establishments at which employees are employed, payroll records showing the hours worked
22 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
23 piece rate paid to, employees employed at the respective plants or establishments...” During the
24 relevant time period, and in violation of California Labor Code section 1174(d), Defendants
25 failed to maintain accurate payroll records for Plaintiff and Aggrieved Employees showing the
26 accurate daily hours worked and the wages paid as well as failing to correctly list the gross
27 wages and net wages earned by them.

28 111. At all relevant times, California Labor Code section 1198 provides that the

1 maximum hours of work and the standard conditions of labor shall be those fixed by the Labor
2 Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further
3 provides that “[t]he employment of any employees for longer hours than those fixed by the
4 order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the
5 applicable IWC Wage Order, employers are required to keep accurate time records showing
6 when the employee begins and ends each work period and meal period. Cal. Code Regs. tit. 8, §
7 11010(7)(A).

8 112. During the relevant time period, Defendants failed, on a company-wide basis, to
9 keep accurate records of hours worked for Plaintiff and Aggrieved Employees, in violation of
10 Section 1198 and the applicable IWC Wage Order.

11 113. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
12 1198, and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees are therefore
13 entitled to recover from Defendants civil penalties, attorneys’ fees and costs, and interest
14 pursuant to Labor Code sections 226(a), 226.3, 1174.5, 1198.5, and/or 2699(a), (f), and (g).

15 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**
16 **VIOLATIONS OF LABOR CODE SECTION 204**

17 114. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
18 every allegation set forth above and below.

19 115. At all relevant times, California Labor Code section 204 provides that all wages
20 earned by any person in any employment between the first and the fifteenth days, inclusive, of
21 any calendar month, other than those wages due upon termination of an employee, are due and
22 payable between the sixteenth and the twenty-sixth day of the month during which the labor
23 was performed.

24 116. At all relevant times, California Labor Code section 204 provides that all wages
25 earned by any person in any employment between the sixteenth and the last day, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the first and the tenth day of the following month.

28 117. At all relevant times, California Labor Code section 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period. Alternatively, at all relevant times, California Labor Code
3 section 204 provides that the requirements of this section are deemed satisfied by the payment
4 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
5 seven calendar days following the close of the payroll period.

6 118. At all relevant times, Defendants failed to pay Plaintiff and Aggrieved
7 Employees all wages due including, but not limited to, overtime wages, minimum wages,
8 reporting time wages, sick pay, and/or meal period and rest period premium wages within the
9 time periods specified by California Labor Code section 204.

10 119. Pursuant to Labor Code section 210, at all relevant times, every person who fails
11 to pay the wages of each employee as provided in Labor Code section 204, shall be subject to a
12 penalty.

13 120. Plaintiff and Aggrieved Employees are therefore entitled to recover from
14 Defendants civil penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections
15 210 and/or 2699(a), (f), and (g).

16 **FAILURE TO PAY WAGES UPON TERMINATION IN**
17 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

18 121. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
19 every allegation set forth above and below.

20 122. At all relevant times, California Labor Code sections 201 and 202 provide that if
21 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
22 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
23 his or her wages shall become due and payable not later than seventy-two hours thereafter,
24 unless the employee has given seventy-two hours previous notice of his or her intention to quit,
25 in which case the employee is entitled to his or her wages at the time of quitting.

26 123. During the relevant time period, on information and belief, Defendants have
27 failed to pay Plaintiff and Aggrieved Employees who are no longer employed by Defendants all
28 their earned wages at the time of discharge or within seventy-two hours of their leaving

1 Defendants' employ, including but not limited to, overtime wages and minimum wages, in
2 violation of California Labor Code sections 201 and 202. On information and belief,
3 Defendants have also unlawfully deducted wages, resulting in further violations of Sections
4 201-202.

5 124. Defendants' failure to pay Plaintiff and those Aggrieved Employees who are no
6 longer employed by Defendants their wages earned and unpaid at the time of discharge, or
7 within seventy-two hours of their leaving Defendants' employ, violates California Labor Code
8 sections 201 and 202.

9 125. Plaintiff and Aggrieved Employees are entitled to recover from Defendants civil
10 penalties, attorneys' fees, costs, and interest pursuant to PAGA.

11 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
12 **EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 1198 AND 2810.5**

13 126. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
14 every allegation set forth above and below.

15 127. California's Wage Theft Prevention Act was enacted to ensure that employers
16 provide employees with basic information material to their employment relationship at the time
17 of hiring, and to ensure that employees are given written and timely notice of any changes to
18 basic information material to their employment. Codified at California Labor Code section
19 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must
20 provide written notice to employees containing basic and material payroll information,
21 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,
22 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the
23 regular payday designated by the employer, and any allowances claims as part of the minimum
24 wage, including meal or lodging allowances.

25 128. Effective January 1, 2015, an employer's written notice pursuant to section
26 2810.5 must also include a statement that the employee may accrue and use sick leave; has a
27 right to request and use accrued paid sick leave; may not be terminated or retaliated against for
28 using or requesting the use of accrued paid sick leave; and has the right to file a complaint

1 against an employer who retaliates.

2 129. During the relevant time period, Defendants failed to provide a written notice to
3 Plaintiff and Aggrieved Employees that lists the requisite information set forth in Labor Code
4 section 2810.5(a)(1)(A)-(C) on a company-wide basis.

5 130. On information and belief, Defendants failed to provide Plaintiff and other
6 Aggrieved Employees written notice that lists all the requisite information set forth in Labor
7 Code section 2810.5(a)(1). Defendants produced Plaintiff's personnel file and a portion of
8 Plaintiff's employment records. Absent from Plaintiff's personnel file and employment records
9 was a Section 2810.5 notice containing all the requisite information, such as the rate(s) of pay
10 and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or
11 otherwise, including any rates for overtime. Defendants' failure to provide Plaintiff and
12 Aggrieved Employees with written notice of basic information regarding their employment with
13 Defendants. Defendants' failure to provide Plaintiff and Aggrieved Employees with written
14 notice of basic information regarding their employment with Defendants, such as the rate(s) of
15 pay and rate(s) for overtime, is in violation of Labor Code section 2810.5.

16 131. Plaintiff and Aggrieved Employees are therefore entitled to recover from
17 Defendants civil penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections
18 2699(a), (f), and (g).

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES IN**
20 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

21 132. Plaintiff incorporates by reference and re-alleges, as if fully stated, each and
22 every allegation set forth above and below.

23 133. At all relevant times, Labor Code section 2802 requires employers to pay for all
24 necessary expenditures and losses incurred by the employee in the performance of their job.
25 The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of
26 doing business and operating expenses on to their employees. *Cochran v. Schwan's Home*
27 *Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). Wage Order No. 1 provides that: "[w]hen
28 tools or equipment are required by the employer or are necessary to the performance of a job,

1 such tools and equipment shall be provided and maintained by the employer, except that an
2 employee whose wages are at least two (2) times the minimum wage provided herein may be
3 required to provide and maintain hand tools and equipment customarily required by the trade
4 or craft.” Cal. Code Regs. tit. 8 § 11010, subd. 9(B). Additionally, when the employer requires
5 uniforms to be worn by an employee as a condition of employment, such uniforms shall be
6 provided and maintained by the employer. *Id.* at 9(A).

7 134. On information and belief, Plaintiff and other Aggrieved Employees have
8 incurred necessary business-related expenses and costs that Defendants have not fully
9 reimbursed. For example, Defendants have required Plaintiff and other Aggrieved Employees
10 to purchase their own footwear, such as steel-toed boots, as a necessity to performing their
11 jobs. Despite this, Defendants have not provided Plaintiff and other Aggrieved Employees
12 with footwear, such as steel-toed boots.

13 135. Defendants’ policy, practice, and/or procedure of passing their operating costs on
14 to Plaintiff and Aggrieved Employees by requiring them to incur business-related costs, such as
15 the purchasing of boots, without full reimbursement, is in violation of California Labor Code
16 sections 2800 and 2802.

17 136. Plaintiff and Aggrieved Employees are entitled to recover from Defendants civil
18 penalties, attorneys’ fees, costs, and interest pursuant to PAGA.

19 **REQUEST FOR JURY TRIAL**

20 Plaintiff requests a trial by jury.

21 **PRAYER FOR RELIEF**

22 Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for
23 relief and judgment against Defendants, jointly and severally, as follows:

24 1. For civil penalties and attorneys’ fees and costs in excess of twenty-five thousand
25 dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
26 amount.

27 2. That the Court declare, adjudge and decree that Defendants violated the
28 following California Labor Code provisions as to Plaintiff and/or Aggrieved Employees: 510

and 1198 (by failing to pay all overtime compensation); 223, 224, 1182.12, 1194, 1197, 1197.1 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), and 1198 (by failing to provide all meal periods and/or meal premiums); 226.7 and 1198 (by failing to provide all rest periods and/or rest premiums); 233, 246, 248.2, 248.5 (by failing to pay sick pay, supplemental sick pay, or both); 1194, 1197, 1198 and California Code of Regulations, Title 8, section 11010(5)(A) (by failing to pay reporting time pay); 223 (by secretly underpaying wages); 226(a) and 1198 (by failing to provide accurate wage statements); 1174(d), 1198 and California Code of Regulations, Title 8, section 11010(7) (by failing to maintain accurate and complete payroll records); 1198 and California Code of Regulations, Title 8, section 11010(7) (by failing to maintain accurate and complete time records); 204 (by failing timely to pay all earned wages during employment); 201, 202, and 203 (by failing timely to pay all earned wages upon termination); 1198 and 2810.5(a)(1) (by failing to provide written notice of the material terms of employment); and 2800 and 2802 (by failing to reimburse necessary business expenses).

3. For civil penalties pursuant to California Labor Code sections 225.5, 226.3, 558, 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), and any and all other relevant statutes for civil penalties, for Defendants violations of the California Labor Code sections and allegations described above as well as all applicable IWC Wage Orders;

4. For attorneys' fees and costs pursuant to California Labor Code sections 1194(a), 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of the California Labor Code sections above, as well as all applicable IWC Wage Orders;

5. For pre-judgment and post-judgment interest as provided by law; and

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6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 27, 2022

Respectfully submitted,

LAW OFFICES OF MARK YABLONOVICH

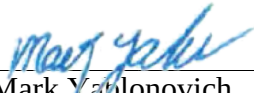
By: 
Mark Yablonoich
Tony Roberts
Attorneys for Plaintiff Rafael Ortega, a proxy for
the State of California as an aggrieved employee
pursuant to PAGA

Exhibit 1

Rafael Ortega v. Relogistics Services, LLC

LAW OFFICES OF
MARK YABLONOVICH
9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511
TELEPHONE: (310) 286-0246
FACSIMILE: (310) 407-5391

August 23, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Rafael Ortega v. Relogistics Services, LLC*

Dear PAGA Administrator:

This law firm represents Rafael Ortega ("Mr. Ortega") in connection with Mr. Ortega's claims under the California Labor Code against his former employer Relogistics Services, LLC ("Relogistics").

The employer may be contacted directly:

Relogistics Services, LLC
12727 Kimberley Lane, Suite 200
Houston, Texas 77024

Mr. Ortega intends to seek civil penalties, attorneys' fees, costs, and all other available relief for Relogistics' violations of the California Labor Code, which are recoverable under Sections 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Ortega seeks relief on behalf of himself, the State of California, and all other persons who are or were employed by Relogistics in California as non-exempt, hourly-paid employees and who received or should have received at least one wage statement during the relevant time period ("Aggrieved Employees"). Mr. Ortega sends this letter in compliance with the notice and reporting requirements of Labor Code section 2699.3.

Relogistics employed Mr. Ortega from approximately August 27, 2021 to approximately February 2022, as a non-exempt, hourly-paid employee at Relogistics' Dinuba, California location. Mr. Ortega worked as a pallet sorter and repair technician. Mr. Ortega typically worked approximately eight to ten hours or more per workday, four to five days per week, and forty hours or more per week. Mr. Ortega's job duties included duties such as taking damaged pallets sent from customers and returning them to service-ready condition before consolidating and shipping them back to the customers. In addition to repairing pallets, Mr. Ortega was expected to complete production paperwork, examine products after repairing to verify conformance to quality standards, maintain Relogistics' efficiency and performance standards of production, maintain a clean and safe working environment, hand stack pallets to appropriate heights, load and unload materials from trailers by hand, help move pallets or materials on pallets or in crates around the storage facility, stack pallets or materials in the correct manner, follow inventory control instructions, and check loads to ensure they were secure.

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 2 of 14

Relogistics committed one or more of the following Labor Code violations against Mr. Ortega and/or the Aggrieved Employees, the facts and theories of which follow, making Mr. Ortega an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

Relogistics’ Company-Wide and Uniform Payroll and Human Resources Practices

Upon information and belief, Relogistics provides companies with pallet and container management services. Among other things, the company handles tens of millions of pallets and reusable containers annually. In short, the company assists in cost effective solutions to managing reusable and recyclable transport packaging.

Upon information and belief, Relogistics maintains a centralized Human Resources department for all non-exempt, hourly-paid employees working for Relogistics in California, including Mr. Ortega and other Aggrieved Employees. At all relevant times, Relogistics issued and maintained uniform, standardized policies, practices and/or procedures for all non-exempt, hourly-paid employees in California, including Mr. Ortega and other Aggrieved Employees, regardless of their location, position, or job duties.

Upon information and belief, Relogistics maintains a centralized payroll department which processes payroll for all non-exempt, hourly-paid employees working for Relogistics in California, including Mr. Ortega and other Aggrieved Employees. Further, Relogistics issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their location, position, or manner in which each employee’s employment ended. Relogistics’ centralized payroll department processes payroll for all non-exempt, hourly-paid employees in the same manner throughout California. In other words, Relogistics has utilized the same methods and formulas when calculating wages and any other remunerations owed to Mr. Ortega and other Aggrieved Employees in California.

Violations of California Labor Code Sections 510 and 1198 and California Code of Regulations Title 8, Section 11010 Subdivision 3

California Labor Code sections 510 and 1198 and California Code of Regulations Title 8, section 11010 (“Wage Order No. 1”),² require employers to pay employees working more than eight

¹ These facts, theories, and claims are based on Mr. Ortega’s experience and counsel’s review of those records currently available relating to Mr. Ortega’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of, typically because the aggrieved employee was not aware of the law’s requirements and/or the employer’s obligations, the employer misinformed its employees of the law’s requirements, or because the employer effectively hid the violations. Thus, Mr. Ortega reserves the right to supplement this letter with additional facts, theories, and claims if Mr. Ortega becomes aware of them subsequent to the submission of this letter.

² To the extent any other Wage Order applies to any of the claims in this letter, such as Wage Order 4 or 9, Relogistics also violated those wage orders.

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 3 of 14

hours in a day, more than forty hours in a workweek, or for the first eight hours on the seventh consecutive day of work at the rate of time-and-one-half times the regular rate of pay for all hours worked in excess of eight hours in a day, in excess of forty hours in a workweek, and during the first eight hours on the seventh consecutive day of work. The applicable Wage Order further provides that employers are required to pay employees working more than twelve hours in a day or in excess of eight hours on the seventh consecutive day overtime compensation at a rate of two times their regular rate of pay.

Relogistics has failed to pay all overtime wages owed to Mr. Ortega and other Aggrieved Employees. During the relevant time period, Mr. Ortega and other Aggrieved Employees have not been paid overtime premiums for all of the hours they worked in excess of eight (or twelve) hours in a day and/or in excess of forty hours in a week, sometimes because all hours that they have worked have not been recorded, and other times because they simply have not been paid for all hours that have been recorded and/or worked. Mr. Ortega and Aggrieved Employees have been subject to Relogistics' control during pre-shift and post-shift times, as well as during unpaid meal periods, which, when working overtime-eligible shifts, results in underpaid overtime compensation. For example, Relogistics has forced Mr. Ortega and other Aggrieved Employees to undergo security screenings, such as metal detection and inspections of personal possessions brought into and taken out of the work location, upon leaving or returning to the work location, even during times while employees are off the clock. Also, based on information and belief, not all recorded work hours were paid because of rounding practices and/or inaccurate timekeeping policies and practices. As a result, Mr. Ortega believes the hours he and other Aggrieved Employees have worked may not have been properly recorded and/or paid, and therefore, Mr. Ortega and other Aggrieved Employees may not have been properly compensated for all hours that were recorded and/or worked.

Relogistics knew or should have known that, as a result of its policies, practices and/or procedures, Mr. Ortega and other Aggrieved Employees were at times performing their assigned duties off-the-clock (and/or unrecorded), were subject to control of Relogistics, and/or were suffered or permitted to perform work for which they were not paid. Relogistics also knew, or should have known, that it did not compensate Mr. Ortega and other Aggrieved Employees for off-the-clock work or all hours worked. Because Mr. Ortega and other Aggrieved Employees sometimes worked shifts longer than eight or twelve hours a day and/or more than forty hours a week, some of the unrecorded work qualified for overtime premium pay. At other times, Relogistics simply did not pay for all the hours that were recorded. Therefore, Mr. Ortega and other Aggrieved Employees have not been paid overtime wages for all of the overtime hours they have actually worked. Relogistics' failure to pay Mr. Ortega and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198 and the applicable Wage Order.³

³ Furthermore, based upon information and belief, to the extent employees should or were paid nondiscretionary pay such as bonuses or incentives, Relogistics' regular rate of pay for calculating overtime wages has not included all required remunerations or the correct calculation. For example, during times when Mr. Ortega and other Aggrieved Employees have worked overtime and received bonuses, Relogistics has not paid all overtime wages because

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 4 of 14

Based on the foregoing, Mr. Ortega and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections 510 and 1198 and the applicable Wage Order, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 223, 224, 1182.12, 1194, 1197, 1197.1, and 1198 and California Code of Regulations Title 8, Section 11010, Subdivision 4

Labor Code sections 223, 224, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission ("IWC"). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by the applicable Wage Order as "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." Cal. Code Regs. tit. 8, § 11010, subd. 2(K) (defining "Hours Worked"). Labor Code section 224 prohibits any deduction from an employee's wages which is not either authorized by the employer in writing or permitted by law.

Relogistics has not paid for all the time Mr. Ortega and Aggrieved Employees have worked throughout the day including all time in the workday when the employees have performed work tasks subject to the control of Relogistics. Mr. Ortega and other Aggrieved Employees are subjected to Relogistics' control pre-shift, post-shift, and throughout the workday. For example, Relogistics has forced Mr. Ortega and other Aggrieved Employees to undergo security screenings, such as metal detection and inspections of personal possessions brought into and taken out of the work location, upon leaving or returning to the work location, even during times while employees are off the clock. Also on information and belief, Relogistics has unlawfully deducted Mr. Ortega's and the Aggrieved Employees wages.

To the extent that the off-the-clock work and/or recorded hours have not qualified for overtime premium payment, Relogistics has not paid at least minimum wages for those hours worked off-the-clock or that have been recorded but not paid in violation of Labor Code sections 223, 224, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order.

Mr. Ortega and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 225.5,⁴ 1194, 1197.1 and/or 2699(a), (f), and (g).

Relogistics has paid a lower overtime rate than required by California law.

⁴ Labor Code section 2699.3(c) permits aggrieved employees, including Mr. Ortega, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including section 225.5.

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 5 of 14

Violations of California Labor Code Sections 226.7, 512(a), and 1198 and California Code of Regulations Title 8, Section 11010 Subdivisions 11 and 12

Labor Code sections 226.7, 512(a) and 1198 and the applicable Wage Order require employers to provide meal periods and rest periods and to pay employees one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted duty-free and control-free meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee.

Under California law, first meal periods must start no later than the end of an employee's fifth hour of work. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012); *see also* Cal. Code Regs. tit. 8, § 11010, subd. 11. Labor Code sections 226.7 and 512(a) also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours in a day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was taken.

Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable IWC Wage Order. The applicable Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3½) hours. Cal. Code Regs. tit. 8, § 11010, subd. 12. To comply with its obligation to provide rest periods under Labor Code section 226.7 and the applicable Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

Relogistics has failed to provide meal periods and authorize and permit rest periods to Mr. Ortega and other Aggrieved Employees. As a matter of policy and practice, Relogistics has not provided Mr. Ortega and other Aggrieved Employees with full 30-minute meal periods and net 10-minute rest periods for each day worked where they are free from Relogistics' required duties and control. Relogistics has subjected Mr. Ortega and other Aggrieved Employees to control, and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods and meal periods. For example, Relogistics has forced Mr. Ortega and other Aggrieved Employees to undergo security screenings, such as metal detection and inspections of personal possessions brought into and taken out of the work location, upon leaving or returning to the work location, even during meal periods and rest periods. Furthermore, Relogistics has subjected Mr. Ortega and other Aggrieved Employees to control during rest periods by requiring employees to remain on the work premises during rest breaks.

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 6 of 14

Relogistics encourages and requires employees to stay working and to remain under employer control during meal periods and rest periods.

Relogistics knew or should have known that as a result of its policies and/or practices, Mr. Ortega and other Aggrieved Employees were prevented from being relieved of all duties and employer control and required to perform some of their assigned duties during meal periods and rest periods and that they did not receive timely meal periods and rest periods. As a result, Mr. Ortega and other Aggrieved Employees have had to work through all or part of their meal periods and rest periods, have their meal periods and rest periods interrupted, and/or have waited extended periods of time before taking meal periods and rest periods.

Relogistics has also engaged in a systematic, company-wide policy and/or practice of not properly training Mr. Ortega and other Aggrieved Employees on their entitlement to meal period and rest period premium payments resulting from meal period and rest period violations. Mr. Ortega and other Aggrieved Employees have been unaware of when meal period and/or rest period premiums were owed to them. Based upon information and belief, Mr. Ortega and other Aggrieved Employees have not received all meal period and/or rest period premium wages owed when compliant meal periods and rest periods have not been provided. To the extent that Relogistics did paid meal period and/or rest period premium wages to Mr. Ortega and other Aggrieved Employees, such payments were admissions of its failure to provide compliant meal periods and rest periods.

Accordingly, Relogistics has failed to provide all meal periods and rest periods and/or pay all meal period and rest period premiums, in violation of Labor Code sections 226.7, 512, and 1198 and the applicable Wage Order. Mr. Ortega and other Aggrieved Employees are therefore entitled to civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 558 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 226(a)

Labor Code section 226(a) requires employers to keep and furnish accurate and complete employment records. Relogistics has not provided Mr. Ortega and other Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements without the need to establish injury. *Lopez v. Friant & Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) ("a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1)."). Rather, Labor Code section 226.3 provides that any employer who violates Section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

Relogistics has provided Mr. Ortega and other Aggrieved Employees with incomplete and inaccurate wage statements. Specifically, Relogistics has violated, among others, Sections

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 7 of 14

226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Relogistics has not recorded all the hours Mr. Ortega and other Aggrieved Employees worked and/or paid all hours recorded, Relogistics has not listed the correct amount of gross wages and net wages earned by Mr. Ortega and other Aggrieved Employees in compliance with Sections 226(a)(1) and (5), respectively. Relogistics also has not accurately listed the total hours worked by Mr. Ortega and other Aggrieved Employees for work performed while off-the-clock in violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked in violation of Section 226(a)(9).

In addition, the total regular and overtime hours listed in Relogistics' wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent pay period. Likewise, Relogistics provides wage statements which do not properly itemize the total hours worked because Relogistics itemizes the incorrect number of hours worked or an undecipherable number of hours worked or both or does not even itemize total hours worked. Without additional information regarding the wage statement and undecipherable codes, an employee cannot simply 'arrive at the sum of hours worked.' Thus, Relogistics' wage statements do not comply with Labor Code section 226(a)(2).⁵

Relogistics has knowingly and intentionally failed to properly itemize the regular and overtime rates in effect during each pay period and the corresponding number of hours worked, making it impossible to determine the correct pay rate promptly and easily with the corresponding hours and pay. Mr. Ortega's and the Aggrieved Employees' wage statements incorrectly show the regular rate and overtime rate and/or other applicable rate and incorrectly show the regular rate, overtime rate, and/or other applicable hours at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular and overtime hours, the total is incorrect because it is different than the total number of hours actually worked by the employee during the pay period. As such, Relogistics' wage statements do not comply with Labor Code section 226(a)(9) which requires an itemized statement to show "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." The coding on Relogistics' wage statements cannot be said to clearly engage the employee's use of simple math to understand the rates of pay and total hours worked itemized on the wage statements. Relogistics' wage statements here have confused and misled Mr. Ortega and the Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is compounded by the fact that Relogistics does not itemize the total hours worked on the wage statements (and if Relogistics does provide a "total hours worked" category the number is incorrect).

Furthermore, because Relogistics has failed to pay all meal period and rest period premiums to Mr. Ortega and other Aggrieved Employees, Relogistics has not listed the correct amount of

⁵ Additionally, based on information and belief, to the extent Relogistics has not calculated the regular rate of pay correctly for purposes of paying overtime, sick pay, and/or premium wages, Relogistics has also not listed the correct amount of gross wages and net wages earned by Mr. Ortega and the Aggrieved Employees in violation of Sections 226(a)(1) and (5).

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 8 of 14

gross wages and net wages earned by Mr. Ortega and other Aggrieved Employees in violation of Sections 226(a)(1) and (5).

In addition, Relogistics has failed to itemize the amount of paid sick leave/paid time off Mr. Ortega and other Aggrieved Employees have available every pay period.

Because Relogistics has failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Mr. Ortega and other Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full, and were given confusing and/or incomplete information about their employer. Instead, Mr. Ortega and other Aggrieved Employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thus causing them injury.

Mr. Ortega and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code section 226(a) pursuant to Labor Code sections 226.3, 1198.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 1174(d) and 1198, and California Code of Regulations Title 8, Section 11010 Subdivision 7

Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by Section 1174(d). During the relevant time period, Relogistics has willfully failed to maintain accurate payroll records for Mr. Ortega and other Aggrieved Employees showing the daily hours they have worked and the wages paid as a result of failing to record all hours worked and/or failing to correctly list the gross wages and/or net wages earned by them in violation of Labor Code section 1174(d).

Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period, as well as total daily hours. Cal. Code Regs. tit. 8, § 11010, subd. 7. During the relevant time period, Relogistics failed, on a company-wide basis, to keep accurate records of shifts, and meal period start and stop times and total daily hours for Mr. Ortega and other Aggrieved Employees, in

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 9 of 14

violation of Labor Code section 1174(d) and the applicable Wage Order.

Due to Relogistics' failure to maintain accurate payroll and time records, Mr. Ortega and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 204

Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, Relogistics has not paid Mr. Ortega and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, minimum wages, sick pay, and/or meal period and rest period premium wages, within the time periods specified by Labor Code section 204. On information and belief, Relogistics has unlawfully deducted wages, resulting in additional violations of Section 204.

Mr. Ortega and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 201, 202, and 203

Labor Code sections 201-202⁶ provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Relogistics has failed to pay Mr. Ortega and other Aggrieved Employees who are no longer employed by Relogistics all their earned wages at the time of discharge, or within seventy-two

⁶ Mr. Ortega also asserts Section 203, which is enumerated in Section 2699.5, to the extent applicable.

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 10 of 14

hours of their leaving Relogistics' employment, in violation of Labor Code sections 201-202.

Furthermore, Relogistics has not paid Mr. Ortega and other Aggrieved Employees who are no longer employed by Relogistics all their earned wages, at the time of discharge, or within seventy-two hours of their leaving Relogistics' employment, including, but not limited to, overtime wages, minimum wages, unpaid sick pay wages and/or meal period and rest period premium wages. On information and belief, Relogistics has also unlawfully deducted wages, resulting in further violations of Sections 201-202.

As a result of Relogistics' violations of Labor Code sections 201-202, Mr. Ortega and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 203, 256, and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 1198 and California Code of Regulations Title 8, Section 11010 Subdivision 5(A)

Pursuant to Wage Order No. 1: "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Cal. Code Regs. tit. 8 § 11010, subd. 5(A).

Upon information and belief, Relogistics violated Labor Code section 1198 and the applicable Wage Order because it has failed to pay Mr. Ortega and other Aggrieved Employees reporting time pay when they have reported to work for the scheduled shift but were put to work for less than half of the scheduled hours and not paid reporting time pay. For instance, Mr. Ortega had reported to work based on the schedule that Relogistics provided to him only to be sent home immediately or be sent home before having worked less than half of his scheduled shift. When this occurred, Mr. Ortega did not receive the proper reporting time pay.

As a result of Relogistics' violation of California Labor Code section 1198 and the applicable Wage Order, Mr. Ortega and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1194 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 233, 246, 248.2, and 248.5

Under Labor Code sections 233 and 246, employers in California must provide employees with paid sick leave at a specified rate of pay which must factor in additional earnings during a given pay period where such leave is used. Under Labor Code section 248.2, employers must provide employees with supplemental sick leave at a specified rate of pay which must factor in additional earnings during a given pay period where such leave is used.

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 11 of 14

Relogistics has failed to provide Mr. Ortega and other Aggrieved Employees with written notice that sets forth the amount of paid sick leave and/or supplemental sick leave available, or paid time off leave that Relogistics provides in lieu of sick leave, for use on either Mr. Ortega's or other Aggrieved Employees' itemized wage statements or in separate writings provided on the designated pay dates with the employees' payments of wages. Also, supplemental paid sick leave has not been set forth separately from paid sick days.

As a result of Relogistics' violations of Labor Code sections 233, 246, 248.2, and 248.5, Mr. Ortega and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 1198 and 2810.5(a)(1)

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime; any allowances claimed as part of the minimum wage, including meal or lodging allowances the regular payday designated by the employer; and the name of the employer, including any "doing business as" names used by the employer as well as the employer's physical and mailing address(es) and telephone number. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, Relogistics failed to provide Mr. Ortega and other Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1). Relogistics produced Mr. Ortega's personnel file and a portion of Mr. Ortega's employment records. Absent from Mr. Ortega's personnel file and employment records was a Section 2810.5 notice containing all the requisite information, such as the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime. Relogistics' failure to provide Mr. Ortega and other Aggrieved Employees with written notice of basic information regarding their employment with Relogistics violates Section 2810.5.

As a result of Relogistics' violations of Labor Code sections 1198 and 2810.5, Mr. Ortega and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 12 of 14

Violations of California Labor Code Sections 2800 and 2802 and California Code of Regulations Title 8, Section 11010 Subdivision 9

Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of their job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). Wage Order No. 1 provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” Cal. Code Regs. tit. 8 § 11010, subd. 9(B). Additionally, when the employer requires uniforms to be worn by an employee as a condition of employment, such uniforms shall be provided and maintained by the employer. *Id.* at 9(A).

Mr. Ortega and other Aggrieved Employees have incurred necessary business-related expenses and costs that Relogistics has not fully reimbursed. For example, Relogistics has required Mr. Ortega and other Aggrieved Employees to purchase their own footwear, such as steel-toed boots, as a necessity to performing their jobs. Despite this, Relogistics has not provided Mr. Ortega and other Aggrieved Employees with footwear, such as steel-toed boots.

Relogistics’ policy, practice, and/or procedure of passing its operating costs on to Mr. Ortega and other Aggrieved Employees violates Labor Code sections 2800 and 2802 and the applicable Wage Order. Mr. Ortega and other Aggrieved Employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violations of California Labor Code Section 558(a)

Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”⁷ Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Relogistics, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Ortega’s and other Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth herein.

⁷ Mr. Ortega does not seek to recover any unpaid wages that are provided for in Section 558(a). He only seeks civil penalties allowed by PAGA. *See ZB, NA v. Super. Ct. (Lawson)*, 8 Cal. 5th 175 (2019).

Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 13 of 14

Pursuant to Labor Code section 2699(f) and the other Labor Code sections as set forth above, Mr. Ortega seeks, among other things, recovery of applicable civil penalties. In the alternative to the penalties above, Mr. Ortega seeks penalties pursuant to Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Labor Code sections 558(a)(1) and 558(a)(2) should such provision be applicable.

* * *

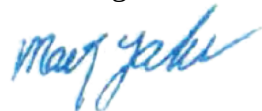
Accordingly, Mr. Ortega seeks the remedies set forth above for himself, the State of California, and all other Aggrieved Employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), and 2699.5, Mr. Ortega, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other Aggrieved Employees, and the State of California against Relogistics for violations of California Labor Code sections 201, 202, 203, 204, 223, 224, 233, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802 and the applicable Wage Orders, as well as sections 225.5, 246, 248.2, 248.5, and 2810.5, which are 'curable' violations pursuant to Section 2699.3(c)(2)(A).

Therefore, on behalf of all Aggrieved Employees, Mr. Ortega seeks all applicable civil penalties and other available relief related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me or my colleague at the phone number, address, or emails below:

Mark Yablonovich
Tony Roberts
LAW OFFICES OF MARK YABLONOVICH
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
(310) 286-0246
Mark@Yablonovichlaw.com
Tony@Yablonovichlaw.com

Best Regards,



Mark Yablonovich

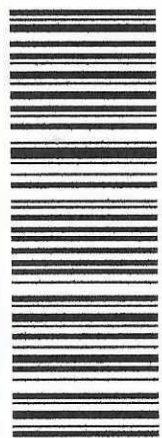
Re: *Rafael Ortega v. Relogistics Services, LLC*
August 23, 2022
Page 14 of 14

Copy to: Relogistics Services, LLC
12727 Kimberley Lane, Suite 200
Houston, Texas 77024
Via U.S. Certified Mail

Capitol Corporate Services, Inc.
Agent for service of process for Relogistics Services, LLC
455 Capitol Mall Complex, Suite 217
Sacramento, California 95814
Via U.S. Certified Mail

Relogistics Services, LLC
10288 Calabash Avenue,
Fontana, California 92335
Via U.S. Certified Mail

LAW OFFICES OF
MARK YABLONOVICH
 9595 WILSHIRE BOULEVARD, SUITE 900
 BEVERLY HILLS, CALIFORNIA 90212-2511



7021 1970 0000 6494 7418

\$8.30 0
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 Agent for service of process
 for Relogistics Services, LLC
 455 Capitol Mall Complex, #217
 Sacramento, CA 95814



9590 9402 6413 0303 4865 56

2. Article Number (transfer from carrier label)

7021 1970 0000 6494 7418

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A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

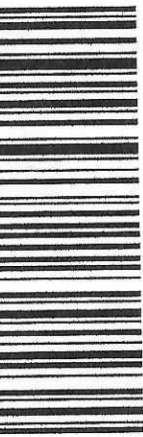
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
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PS Form 3811, July 2020 PSN 7530-02-000-9053

0000 0267 1202

LAW OFFICES OF
MARK YABLONOVICH
9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511



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1. Article Addressed to:

Relogistics Services, LLC
12727 Kimberley Lane, Suite 200
Houston, TX 77024



9590 9402 6413 0303 4864 71

2. Article Number (Transfer from service label)

7021 1970 0000 6494 7425

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
X		☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:		

3. Service Type	
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☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	☐ Insured Mail
☐ Collect on Delivery Restricted Delivery	☐ Insured Mail Restricted Delivery (over \$500)

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LAW OFFICES OF

MARK YABLONOVICH

9595 WILSHIRE BOULEVARD, SUITE 900
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☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	
Postage		
Total Postage and Fees		
Sent To		
Street and Apt. No., or PO Box No.		
City, State, ZIP+4 [®]		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0000 6494 7401

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■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**Relogistics Services LLC
10288 Calabash Avenue
Fontana, CA 92335**

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X Addressee ☐

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express [®]
☐ Certified Mail [®]	☐ Registered Mail TM
☐ Certified Mail Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Collect on Delivery	☒ Signature Confirmation TM
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	☐ Insured Mail Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)	

2. Article Number (Transfer from service label)
9590 9402 6413 0303 4865 63

7021 1970 0000 6494 7401

PS Form 3811, July 2020 PSN 7530-02-000-9053

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