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Clerk of the Superior Court
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Attorneys for Plaintiff MARIANO CANIZAL-TAPIA as a designated Private Attorney General, pursuant to the Private Attorney General Act

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

22CV-03325

MARIANO CANIZAL-TAPIA, as a
designated Private Attorney General

Case No.:

COMPLAINT FOR DAMAGES

Plaintiff,

v.

QSI LLC and QSI OF CALIFORNIA,
LLC; and DOES 1 through 50, inclusive,

Defendants.

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

Plaintiff MARIANO CANIZAL-TAPIA (“Plaintiff”) complains and alleges as follows:

INTRODUCTION

1. This is an action brought on behalf of state of California as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged herein by Defendants QSI LLC and QSI OF CALIFORNIA, LLC (“Defendants”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this complaint to reflect a different “Time Period” as further discovery is conducted.

2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks relief against Defendants for their: (1) failure to pay all wages due, including regular and overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof, (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages due upon termination of employment.

3. At all relevant times herein, Defendants have consistently maintained and enforced the following unlawful policies and practices against its workforce by:

- (a) Willfully refusing to pay all hours worked, including both regular and overtime wages;
- (b) Willfully refusing to furnish accurate itemized wage statements upon payment of wages;
- (c) Willfully refusing to reimburse necessary business expenses;
- (d) Willfully refusing to provide timely uninterrupted meal and rest periods or compensation in lieu thereof; and
- (e) Willfully refusing to pay all wages due upon separation of employment;

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise

1 excluded from exercising subject matter jurisdiction over said causes of action.

2 5. Venue is proper in the County of Merced because Defendant, transacts business in
3 this county, the obligations and liability arise in this county.

4 6. The California Superior Court has jurisdiction in the matter, because of the
5 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
6 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
7 of and/or domiciled in the County of Merced, State of California.

8 7. Further, there is no federal question at issue as the issues herein are based solely
9 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
10 Professions Code, and California Rules of Court.

11 **THE PARTIES**

12 **Plaintiff**

13 8. Plaintiff began his employment with Defendants in or around June 2020 through
14 August 2021, as a machine washer. Throughout the Relevant Time Period, Plaintiff worked for
15 Defendants within the County of Merced. Plaintiff was always paid an hourly wage, and was
16 deemed a non-exempt hourly employee by Defendants.

17 **Defendant**

18 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant QSI
19 OF CALIFORNIA, LLC, is a Tennessee limited liability company with its principal place of
20 business in California, including Merced County. Defendant QSI OF CALIFORNIA, LLC is in
21 the business of sanitation services throughout California.

22 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant QSI
23 LLC, is a company with its principal place of business in California, including Merced County.
24 Defendant QSI LLC is in the business of sanitation services throughout California.

25 11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
26 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
27 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
28 violations alleged herein. Plaintiff will amend this complaint to allege the true names and

capacities of the DOE Defendants when ascertained.

12. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as private Attorney General pursuant to the Private Attorney General Act (2004), and mores specifically, Labor Code §2698 et seq. seeking penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on August 5, 2022, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as “Exhibit A.”

15. More than sixty-five (65) days have passed since Plaintiff submitted his August 5, 2022, notice to the LWDA and Defendants of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendants; intent to cure any of the alleged violations.

1 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
2 Attorney General with regard to his August 5, 2022, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendants wrongfully refused to compensate its employees for minimum wages,
7 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
8 wage statements, reimbursement and pay wages owed at the end of the employment, as required
9 under California law.

10 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
11 positions throughout California. Defendant in compensated said positions at an hourly rate less
12 than twice that of the state minimum wage and such positions remained under the direct control
13 and supervision of Defendants. Accordingly, these positions remain non-exempt from
14 California's wage and hour laws yet Defendants failed to pay overtime, and otherwise pay all
15 wages due to these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendants was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage. Defendants also failed to pay its employees at the requisite overtime and double
28 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

1 21. Plaintiff alleges that Defendants failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Furthermore, during the Relevant Time Period,
3 Defendants had a policy and/or practice of requiring Plaintiff and other employees to maintain
4 their uniforms and don and doff their uniforms off-the-clock.

5 22. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
6 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
7 times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in a day
8 were required to be compensated at a rate of two times the employee's base rate of pay.

9 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
10 or should have known that it was required to provide its employees with itemized wage statements
11 that accurately showed their actual hours worked, total hours worked, number of hours worked at
12 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
13 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
14 employees with accurate itemized wage statements showing their rate of pay, the actual hours
15 worked, correct premium wages earned per pay period, as well as the total hours work per pay
16 period.

17 24. By failing to include on its wage statements all minimum wage and overtime and
18 double-time owed, Defendant failed to keep and provide accurate wage statements in violation of
19 the California labor code.

20 25. Defendant willfully failed to reimburse its employees for necessary business
21 expenses incurred during their employment with Defendant. Specifically, Defendants failed to
22 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
23 without limitation, maintaining Defendants' uniform in direct consequence of the discharge of
24 their duties to Defendants.

25 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that its employees were entitled to timely payment of wages due upon
27 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
28 within permissible time periods, upon separation of employment.

FIRST CAUSE OF ACTION

**VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND
OVERTIME**

(Plaintiff As a Private Attorney General Against All Defendants)

27. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

28. Any work in excess of eight hours in any workday and any work in excess of forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

29. Defendants' employees regularly worked over eight (8) hours per day and forty (40) hours per week. Defendants failed to pay its employees minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendant. Defendants' failure to compensate Plaintiff and other employees for the time spent maintaining and donning and doffing their uniform off-the-clock caused said employees to work in excess of eight (8) hours per day and/or forty (40) hours per week.

30. Since the LWDA has not indicated that it will be investigating more than sixty-five (65) days since Plaintiff provided notice, and because Defendants took no corrective action to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

31. Plaintiff is informed and believes that Defendants have violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

1 32. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
2 penalties for each and every violation shown to exist or to have occurred during the Relevant
3 Time Period, in an amount according to proof, as to those penalties that are otherwise only
4 available to public agency enforcement actions.

5 33. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
6 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
7 interest.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
10 **COMPENSATION IN LIEU THEREOF**

11 **(Plaintiff As a Private Attorney General Against All Defendants)**

12 34. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
13 complaint as if fully set forth herein.

14 35. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
15 that no employer shall employ any person for a work period of more than five (5) hours without
16 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

17 36. Labor Code section 226.7 provides that if an employer fails to provide an
18 employee with a meal period in accordance with this section, the employer shall pay the employee
19 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
20 period is not provided in accordance with this section. Plaintiff alleges Defendants failed to
21 provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or
22 not relieving employees from all work duties during meal periods thereby preventing employees
23 from taking legally compliant meal periods.

24 37. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
25 worked shifts more than five (5) hours in a workday.

26 38. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
27 waive meal periods.

28 39. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly

employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

40. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

41. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

THIRD CAUSE OF ACTION
VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(Plaintiff As a Private Attorney General Against All Defendants)

42. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

43. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

44. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

45. As described above, Defendants failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

46. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only

1 available to public agency enforcement actions.

2 47. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
3 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
4 interest.

5 **FOURTH CAUSE OF ACTION**

6 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
7 **WAGE STATEMENTS**

8 **(Plaintiff As a Private Attorney General Against All Defendants)**

9 48. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
10 complaint as if fully set forth herein.

11 49. Labor Code section 226, subdivision (a), states in pertinent part that, "every employer
12 shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees,
13 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
14 separately when wages are paid by personal check or cash, an accurate itemized statement in
15 writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the
16 number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive
17 dates of the period for which the employee is paid; (7) the name of the employee and only the last
18 four digits of his or her social security number or an employee identification number other than a
19 social security number; (8) the name and address of the legal entity that is the employer . . . ; and
20 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours
21 worked at each hourly rate by the employee..." (Lab. Code, § 226.)

22 50. Defendant knowingly and intentionally failed to provide timely and accurate itemized
23 wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by
24 failing to record the accurate number of hours worked, the accurate rate of pay for each hour
25 worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate
26 gross pay. Such failure caused injury to its employees in violation of the California labor code.

27 51. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act
28 (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and

1 all penalties for each and every violation shown to exist or to have occurred during the Relevant
2 Time Period, in an amount according to proof, as to those penalties that are otherwise only
3 available to public agency enforcement actions. Funds recovered will be distributed in accordance
4 with the PAGA.

5 52. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code
6 section 2699, subdivision (g)(1), and prejudgment interest.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

9 **NECESSARY BUSINESS EXPENDITURES**

10 **(Plaintiff As a Private Attorney General Against All Defendants)**

11 53. Plaintiff realleges and incorporates by reference the allegations in the preceding
12 paragraphs.

13 54. Labor Code section 2802 states that "An employer shall indemnify his or her employee
14 for all necessary expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or her duties...."

16 55. Defendants failed to reimburse its employees for necessary expenditures as a direct
17 consequence of the discharge of their duties.

18 56. Defendants knowingly, willingly, and intentionally attempted to offset the cost of doing
19 business on its employees in violation of the California labor code.

20 57. Defendants have a corporate practice and policy of requiring its employees to shoulder
21 the burden of Defendants' cost of doing business by failing to reimburse its employees for
22 necessary business expenditures, specifically requiring employees to maintain Defendants'
23 uniform in direct consequence of the discharge of their duties to Defendants.

24 58. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General
25 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
26 and all penalties for each and every violation shown to exist or to have occurred during the
27 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
28 only available to public agency enforcement actions. Funds recovered will be distributed in

1 accordance with the PAGA.

2 59. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code section
3 2699, subdivision (g)(1), and prejudgment interest.

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

6 **TERMINATION OF EMPLOYMENT**

7 **(Plaintiff As a Private Attorney General Against All Defendants)**

8 60. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
9 complaint as if fully set forth herein.

10 61. Employees who ended their employment with Defendants during the Relevant
11 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
12 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
13 and 203.

14 62. Defendants refused and/or failed to promptly compensate its employees for wages
15 owed as a result of Defendants' failure to properly pay both minimum and overtime compensation
16 owed for work performed for Defendants.

17 63. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
18 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
19 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
20 each of the following, as set forth in Labor Code section 2699.5, which provides that section
21 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
22 226, 226.7, 510, 512, 1174, 1194, and 2802.

23 64. Plaintiff, as a personal representative of the general public, will and does seek to
24 recover any and all penalties for each and every violation shown to exist or to have occurred
25 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
26 otherwise only available to public agency enforcement actions. Funds recovered will be
27 distributed in accordance with the PAGA.

28 65. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees

and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

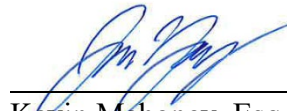
PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: October 10, 2022

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.

John A. Young, Esq.

Attorneys for Plaintiff MARIANO CANIZAL-TAPIA

EXHIBIT A



John Young, Esq.
562.590.5550 phone
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jyoung@mahoney-law.net

August 5, 2022

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7021 0950 0000 9825 4062

Return Receipt Requested

QSI of California, LLC

412 Georgia Ave., Ste. 300

Chattanooga, TN 37403

VIA CERTIFIED MAIL # 7021 0950 0000 9825 4055

Return Receipt Requested

QSI, LLC

412 Georgia Ave., Ste. 300

Chattanooga, TN 37403

Re: Mariano Canizal-Tapia v. QSI of California, LLC and QSI, LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, QSI, LLC and QSI of California, LLC

From: Mariano Canizal-Tapia on behalf of himself and aggrieved employees who were subject to QSI, LLC and QSI of California, LLC's unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mariano Canizal-Tapia ("Employee") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Theories of Labor Code Violations and Remedies

QSI, LLC and QSI of California, LLC (collectively "Employer") is a sanitation service provider that provides its services to clients throughout California. Employee worked for Employer as a non-exempt employee within the past year. Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, and 2802 and Wage Order no. 1, subdivisions 11 and 12, by failing to provide Employee and all other aggrieved employees (1) all wages for all wages worked, including minimum wage and overtime pay, 2) their legally mandated meal and rest periods; (3) their legally mandated premium pay in lieu of compliant meal and rest periods; (4) accurate and complete wage statements required by law; (5) legally required waiting penalties to former employees upon the termination or other end of employment; and (6) reimbursement for business-related expenses. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including overtime wages, for all work performed, in violation of California law. Specifically, Employee and other aggrieved employees were obligated to maintain their uniforms and don and doff their uniforms off-the-clock. Employer's conduct is in violation of Labor Code Sections 294, 510, and 1194, and is actionable under PAGA.

Secondly, Employer failed to provide Employee and other aggrieved employees with timely meal and rest periods. In order to curtail labor costs, Employer understaffed work shifts in relation to reasonably foreseeable operational quotas that were required, as well limited the hours scheduled. However, Employer consistently required Employee and other aggrieved employees to work beyond six hours such that they were legally entitled to two rest periods and a single meal period. Employer scheduled Employee's and other aggrieved employees' meal period after the fifth hour and obligated employees to work through meal and rest breaks. Further, Employer routinely denied Plaintiff and other aggrieved employees a second thirty (30) minute meal period and third rest period for shifts exceeding ten (10) hours. Due to Employer's policy and practices which prioritized work tasks over meal and rest period compliance, Employee and similarly aggrieved employees did not receive timely work-free meal and rest periods, due the lack of adequate relief coverage. Employer's conduct, which is in violation of Labor Code sections 226.7, 512, as well as 8 CCR section 11050, subdivisions 11 and 12, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the true number of hours worked and accurate overtime/premium wages earned per pay period. In addition, Defendant failed to

include its actual legal entity name "QSI of California, LLC" on Employee's and other aggrieved employees' wage statements. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees.

Employer also failed to reimburse Employee and other aggrieved employees for necessary business expenses incurred in the course of performing their job duties. Specifically, Employer provided its employees with shirts and jackets with Employer's logo. Employer required Employee and other aggrieved employees to maintain their uniforms without reimbursement. Employer's failure to reimburse Employee and other aggrieved employees for these business-related expenditures is in violation of Labor Code section 2802 and actionable under PAGA.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



John Young, Esq.

MAHONEY LAW GROUP, APC