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and in her representative capacity for all similarly-situated Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JESSICA CHAPMAN, an individual, on her own behalf and in her representative capacity on behalf of all other similarly-situated Aggrieved Employees,

Plaintiff,

v.

Extra Space Management, Inc., a Utah corporation, and Does 1-25, inclusive

Defendant.

Case No.: CVRI2504868

COMPLAINT FOR DAMAGES FOR VIOLATION OF LABOR CODE § 2698 Et Seq. (Private Attorneys General Act of 2004)

Plaintiff, JESSIC CHAPMAN, an individual on her own behalf, and in her representative capacity for all other similarly-situated Aggrieved Employees, ("Plaintiff") hereby brings her Complaint ("Complaint") against EXTRA SPACE MANAGEMENT, INC., a Utah limited liability company, and Does 1 through 25, inclusive, ("Defendant") and states and alleges as follows:

INTRODUCTION

1. This action is brought pursuant to Labor Code section 2698 *et seq*. (Private Attorneys General Act of 2004) (the "PAGA") seeking recovery of civil penalties for Defendant's violations of Labor Code sections 201-203, 204, 226(a), 226.7, 227.3, 510, 512, 1174(d), 1194,

2802, and the applicable Industrial Welfare Commission Wage Order No. 4 ("IWC No. 4").

2. This Complaint challenges Defendant's systemic illegal employment practices resulting in violations of the Labor Code against Plaintiff and the Aggrieved Employees.

3. Plaintiff is informed and believes and based thereon alleges that Defendant and Does 1 through 25, jointly and severally acted intentionally and with deliberate indifference and conscious disregard to Plaintiff's rights unlawfully retaliated; failed to provide Labor Code and IWC compliant rest and meal break periods; failed to pay overtime wages; failed to pay wages due for every hour worked; failed to pay vested and unused vacation time pay upon termination of employment, failed to furnish accurately itemized wage statements; failed to pay all wages earned and due upon separation or terminations of employment; and failed to reimburse work-related expenses incurred in the discharge of her duties as further alleged herein.

THE PARTIES

4. Plaintiff Jessica Chapman is and was, at all times relevant to this Complaint, an adult individual working for Defendant. Defendant employed and categorized Plaintiff as a full-time, hourly, non-exempt employee, and she was assigned to work its Cathedral City, California location at 69100 Converse Road, Cathedral City, CA 92234.

5. At all times relevant to this Complaint, Defendant, Extra Space Management, Inc. is and was a Utah corporation with its principal corporate headquarters located at 2795 E. Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121.

6. Defendant is engaged in the operation of a real estate investment trust (REIT) specializing in self-storage facilities. Defendant owns, operates, manages, acquires, develops, and/or redevelops self-storage facilities, for both personal and business use across the United States.

7. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the fictitious names Does 1 through 25, inclusive, but prays for leave to amend and serve such fictitiously-named Defendants pursuant to California Code of Civil Procedure section 474 once their names and capacities become known. Plaintiff is informed and believes and thereon

alleges that each of said fictitious defendants, whether individual, partners or corporate, were responsible in some manner for the acts and omissions alleged herein and proximately caused Plaintiff and the alleged Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

8. Plaintiff is informed and believes, and thereon alleges, that Does 1 through 25, inclusive, are the partners, agents, owners, shareholders, managers, principals or employees of Defendant and/or and were acting on behalf of Defendant.

9. Plaintiff is informed and believes, and based thereon alleges, that each of the acts and omissions alleged herein was performed by or is attributable to Defendant and the DOE Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the policy of all other Defendants.

10. Plaintiff is informed and believes and based thereon alleges that during the applicable statutory time period, Plaintiff and the Aggrieved Employees are or were subject to Defendant's unlawful policies and practices complained of herein and have been deprived of the rights guaranteed to them by California Labor Code Sections 201-203, 204, 226(a), 226.7, 227.3, 510, 512, 1174, 1194, 2802, and the applicable Wage Order No. 4, (Cal. Code of Regs., tit. 8 §§11040, 11070).

JURISDICTION

11. This Court has jurisdiction over the PAGA Representative actions and claims alleging violations of California's Labor Code and Wage Orders of the Industrial Wage Commission ("IWC").

12. This Court has personal jurisdiction over the Defendant because upon information and belief, Defendant has sufficient minimum contacts in California or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

13. This Court has personal jurisdiction over Defendant because Defendant has caused

injuries in the County of Riverside and the State of California through its acts and by its violation of the California Labor Code and common law. Defendant maintains offices, transacts business, and has agents within the County of Riverside in the State of California, and is therefore subject to the jurisdiction of this Court for purposes of service of process.

14. Venue is proper in this Court because, upon information and belief, the named Defendant transact business and/or have an office in this county and the acts and omissions alleged herein took place in this county.

15. The civil penalties sought in this action exceed the minimum jurisdiction limits of this Court and will be established according to proof at trial.

COMMON FACTS AND GENERAL ALLEGATIONS

16. During the relevant statutory period, Plaintiff and the Aggrieved Employees currently work or formerly worked for Defendant throughout the State of California, and were at all relevant times, employed by the Defendant in the State of California in various positions, as hourly non-exempt employees.

17. On April 19, 2011, Plaintiff began working for Extra Space Management, Inc. as an hourly nonexempt employee at its Cathedral City, California location at 69100 Converse Rd. Cathedral City, CA 92234.

18. During the course of her employment, Plaintiff simultaneously held dual roles, as a District Team Leader and as a Store Manager, respectively and effectively performing in two distinct roles with distinct and varying job duties for Extra Space Management. As a result, Plaintiff operated under dual supervisory authority. Her direct supervisor for Operations Management was Kimberly Lara-Kane, who oversaw Plaintiff's responsibilities and performance in operational matters.

19. Concurrently, Plaintiff reported to Anna Davis, who served as her supervisor in Learning and Development, and provided direction and oversight with respect to training, development programs, and educational initiatives. In practice, Plaintiff was fulfilling the rigorous duties and job demands of both positions concurrently, effectively "wearing two hats"

without additional compensation or formal role delineation.

20. Plaintiff's "assigned" work schedule was Tuesday through Saturday, from 9:30 in the morning until 6 o'clock in the evening. As a full-time, hourly, nonexempt employee, Plaintiff was compensated at an hourly rate of $22.78, plus bonuses.

21. The bonuses were associated exclusively with her role as a Store Manager, and not tied to her position or performance of her role as a Division Team Lead. Bonus compensation was calculated based on the number of rental agreements executed by the store each month, and the total bonus pool was proportionally divided among store personnel, including the manager and other employees. Each employee's bonus share was determined based on the number of hours worked during the qualifying period, with managers receiving a small override, typically amounting to an approximate share to Plaintiff averaging approximately two hundred dollars ($200.00) per month.

22. As a District Team Leader, the Plaintiff's job duties included extensive travel throughout her assigned territory to oversee and support the operations of multiple store locations. Plaintiff's core responsibilities included training on-site personnel, ensuring compliance with company policies and procedures, and verifying that each store was meeting performance expectations and complying with operational standards. The Plaintiff's designated territory encompassed approximately 16 to 20 retail locations, including stores situated in La Quinta, Palm Springs, Redlands, and Beaumont areas, within Southern California. Plaintiff's role required frequent site visits, coordination with local teams, and hands-on leadership to ensure regional consistency and accountability.

23. At the time of her employment, there were approximately 30 to 40 stores statewide, making her territory a substantial portion of Extra Space Management's California market. As stated, Plaintiff also held the role of on-site Store Manager for the facility located at 69100 Converse Road, Cathedral City, California 92234, where she independently managed day to day operations. In connection with her employment, Plaintiff was provided with on-site housing in the form of a residential apartment situated on the Cathedral City storage facility premises which

included complimentary utilities as well.

24. During the final year of her employment, the Plaintiff earned an hourly wage of $22.78, plus bonuses, as detailed in paragraph 21 above.

25. During her employment, Plaintiff was routinely and objectively unable to take meal breaks and rest breaks, particularly while working at her assigned store. As a condition of taking any rest or meal break, according to Defendant's procedural policies, Plaintiff and similarly situated Aggrieved Employees were required to forward all incoming phone calls before going on break to another storage facility in order to ensure uninterrupted customer service. However, in practice, this policy functioned as a deterrent to taking breaks. The extra burden placed on receiving stores was substantial, and there was a widespread tacit understanding among employees that such requests were unwelcome and burdensome.

26. On at least one occasion, four separate store locations had forwarded their incoming calls to Plaintiff's store while she was simultaneously responsible for managing her own location's call volume. This call forwarding policy created an unmanageable and chaotic work environment, making it virtually impossible for Plaintiff and similarly situated employees to step away from job duties to take rest or meal breaks. As a result, Plaintiff and other similarly situated employees would often skip their meal breaks entirely or try to grab quick bites in the back room while continuing to work. The time worked during such interrupted or skipped breaks was never recorded nor compensated, constituting violations of Labor Code §§ 226.7 and 512 and the applicable Wage Orders of the Industrial Welfare Commission (IWC Order No. 4-2001).

27. Although Defendant operated a call center in Utah that, in theory, could have handled forwarded calls during employee breaks, Plaintiff and the Aggrieved. Employees were not permitted or instructed to utilize this resource. Instead, the Defendant's operational expectation remained that employees should burden other stores by forwarding their phone calls which policy resulted in employees' forfeiture of rest and meal breaks.

28. In addition, Defendant regularly required, but failed to record or compensate for off-the-clock work. Plaintiff received work-related text messages and phone calls after hours,

often from her direct operations supervisor, Kimberly Lara-Kane, with account related questions, or directing her to take action or follow up on pending issues. These communications occurred outside of Plaintiff's scheduled shifts and were never tracked, recorded, nor compensated as time worked. Despite the fact that these after-hours directives directly benefited Defendant, such time was never tracked or recorded and Plaintiff was not paid for the time spent responding to them, in violation of Labor Code §§ 1194, 1198, and 510, among others.

29. Defendant has a very strict policy and discourages overtime. For fear of reprisal and reprimand, although Plaintiff worked at least 10 to 12 hours of overtime per pay period, she only submitted five or six hours. Thus, she was not paid for a substantial amount of overtime hours routinely worked because of Defendant's strict policies and stance on overtime.

30. Furthermore, while working in her role as a District Team Lead ("DTL"), Plaintiff frequently traveled between multiple store locations in the field. During this time, Plaintiff was expressly prohibited from accessing Defendant's timekeeping system using her personal cell phone. This restriction was communicated verbally and repeatedly by her then-supervisors, Kim Larkin and Peter Schaffer, and was also documented in Defendant's employee handbook. As a result of this policy, Plaintiff could only log her hours using a designated company computer located at her assigned store in Cathedral City. When working remotely at other locations or in the field, she was unable to clock in or out, or record meal periods in real time. This restriction caused significant barriers to timely and accurate time entry, and contributed to systemic underreporting of actual hours worked and corresponding wage violations.

31. Defendant failed to account for or record all these extra hours of "off-the-clock" work that Plaintiff performed during her meal/rest breaks. These unrecorded work hours translated into Plaintiff working shifts of more than eight hours per day and more than forty hours in a week. While the law is clear that employers must compensate their employees for all the hours they work, Defendant often failed to record these additional hours, which represent significant overtime earnings Plaintiff earned and was not paid.

32. Necessary and integral to the performance of her job duties, Plaintiff was

compelled to use her personal cell phone and laptop for the execution of her work-related tasks and communications. Since 2011, Plaintiff used her personal phone for work-related communications, including calling and texting individuals across the district, coordinating with her boss, and arranging travel between different locations. Plaintiff alleges that at all relevant times herein, that she and the aggrieved employees were required to use their personal cell phones to report when they are/were sick. After Plaintiff's promotion in 2020, her personal cell phone usage increased to approximately 2-4 times per daily for texting and phone calls with her supervisor.

33. Additionally, during the last three years of her employment, Plaintiff regularly used her personal laptop and tablet for performing work-related tasks, averaging 5-10 hours per month. Plaintiff explains that she was required to work from home and had no choice but to use her personal laptop because Defendant never provided her with one. Plaintiff's responsibilities included project-based work, such as creating and working on Defendant's Green Door divisional newsletter, designing graphics, and preparing PowerPoint presentations and posters. To complete these tasks, Plaintiff relied on her own subscription-based services such as Canva, Adobe Express, Microsoft, and Grammarly. Despite incurring these work-related expenses, Plaintiff has not received any reimbursement for the expenses she incurred.

34. Despite Defendant's knowledge of these business-related expenses being routinely incurred by the Plaintiff and the aggrieved employees, Defendant never provided any reimbursement. This failure on the part of Defendant constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

35. As of November 20, 2024, which was the date of her involuntary separation from employment, Plaintiff had accumulated approximately 100 hours of accrued, unused Paid Time Off (PTO). Throughout her employment, Plaintiff was allocated PTO at a rate of eight (8) hours every two weeks, resulting in a substantial unused balance by the time of her termination. Plaintiff expressly requested that her accrued PTO be paid out in full upon the termination of her

employment.

36. However, Plaintiff did not receive compensation for her accrued unused PTO. Instead, Defendant unilaterally offset the value of her accrued, unused 100 hours of PTO and applied their dollar value against deductions for insurance premiums and tax withholdings, resulting in a net payout of zero dollars for her accrued unused PTO/vacation time pay. The failure to pay out accrued, unused PTO upon termination, particularly when coupled with a lack of transparency regarding the deductions made, reflects not only a violation of wage laws but also supports the imposition of waiting time penalties under Labor Code §203.

37. Plaintiff alleges that Defendant's actions as described throughout this Complaint were knowing and willful and occurred during the PAGA period, from August 28, 2024 through the date of judgment.

38. Plaintiff brings this case as a representative action seeking civil penalties for the State of California in her representative capacity, as provided by the Private Attorneys General Act (the "PAGA") to the extent permitted by law, and on behalf of all similarly situated Aggrieved Employees who held the similar positions identified herein and who were subject to Defendant's violations of the California Labor Code.

39. A true and correct copy of the April 11, 2025, written notice submitted to the California Labor, Workforce and Development Agency ("LWDA") and mailed to Defendant, demonstrating Plaintiff's compliance with notice and exhaustion requirements of Labor Code §2699.3 is attached hereto as **Exhibit A** and demonstrates that Plaintiff is an Aggrieved Employee who suffered each of the alleged wrongs claimed herein, and has standing to bring a representative action on behalf of the State of California as a private attorney general. No notice of cure by Defendant was provided and no notice of investigation was received from the LWDA in the statutorily proscribed 65-day period since the filing and mailing of the written notice. Accordingly, Plaintiff files this as representative action as specifically permitted and authorized by Labor Code § 2699.3(a)(2)(A).

CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

California Labor Code §2698 et seq.

(As to Defendant and Does 1 – 25, inclusive)

40. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

41. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

42. As stated, on April 11, 2025, Plaintiff, submitted a written Notice to the LWDA setting forth the facts and identifying the specific provisions of the Labor Code that she contends were violated by Defendant. (**Exhibit A)** More than 65 days have passed since Plaintiff submitted her original PAGA Notice and, to date, she has not received a response from the LWDA indicating its intent to investigate her claims.

43. Since the LWDA took no steps within the time period required to intervene and because Defendant took no corrective action to remedy the allegations set forth above, the PAGA Representative Plaintiff, as representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission, LWDA and/or the DLSE. Specifically, PAGA Representative Plaintiff seeks, on behalf of herself and all current and former Aggrieved Employees, penalties provided by Cal. Lab. Code § 2699(f) for violations of, inter alia, Labor Code §§201-203, 204, 226(a), 226.7, 227.3, 510, 512, 1174(d), 1194, 2802, and the applicable Industrial Welfare Commission Wage Order No. 4.

44. In addition, PAGA Representative Plaintiff will seek penalties for any other Labor Code violations as set forth in Labor Code § 2699.5 which states:

> "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5,

201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7."

45. Representative Plaintiff is informed and believes that Defendant violated and continues to violate the following provisions of the Labor Code:

Failure to Timely Pay Wages Due During Employment

46. At all relevant times, Labor Code section 200(a) provided: "'Wages' includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

47. At all relevant times, Labor Code section 204 provided in relevant part: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

48. As alleged above, Defendant failed to lawfully pay Plaintiff all wages she earned, for each and every hour of labor performed, each and every pay period, throughout the PAGA Period.

49. Upon information and belief, and based thereon, Plaintiff alleges that Defendant

likewise failed to pay her and the alleged Aggrieved Employees all wages they earned, for hours they worked whether on or off the clock each and every pay period during the relevant statutory period.

50. In addition, Defendant failed to pay overtime wages for hours worked in excess of eight hours in a day or forty hours in a week due to unrecorded off-the-clock work each and every pay period during the relevant statutory period.

51. At all relevant times, Labor Code section 1194 required that employees receive at least the legal minimum wage and overtime compensation for all hours worked. If an employee is paid less than the required amount, they are entitled to recover the unpaid balance, along with interest, reasonable attorney's fees, and costs of suit.

52. Additionally, Labor Code section 1198 makes it unlawful to employ workers under conditions prohibited by the Industrial Welfare Commission's wage orders.

Failure to Provide Meal Periods and Rest Periods

53. At all relevant times, Labor Code section 512(a) provided in relevant part: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes . . . . An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes . . . ."

54. At all relevant times, the California Industrial Welfare Commission Wage Order No. 4-2001, which applies to Defendant's industry, provided in relevant part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

55. As alleged hereinabove, Defendant required Plaintiff and the Aggrieved Employees to forward all incoming calls to another store in order to take a break. In practice, this policy deterred and actively impeded Plaintiff and the aggrieved employees' ability to take their breaks, and created a burdensome and chaotic work environment that prevented them from taking

lawfully entitled duty free breaks.

56. Throughout the relevant statutory period, Plaintiff was not relieved of all duties and allowed to take uninterrupted, duty-free rest breaks of at least 10 minutes after working four hours or a major fraction thereof.

57. Upon information and belief and based thereon, Plaintiff alleges that Defendant likewise failed to relieve the Aggrieved Employees of all duties and allow them to take uninterrupted rest breaks of at least 10 minutes after working four hours or a major fraction thereof.

58. In addition, throughout the relevant statutory period, Plaintiff was rarely relieved of all duties and allowed to take timely, uninterrupted meal breaks of at least 30 minutes in duration after working five (5) hours. Plaintiff was expected to remain available during breaks and frequently ate her meals, while continuing to perform work duties.

59. Upon information and belief and based thereon, Plaintiff alleges that the Aggrieved Employees likewise were rarely relieved of all duties and allowed to take uninterrupted meal breaks of at least 30 minutes after working five (5) hours, and that when Defendant did allow them to eat a meal, the Aggrieved Employees were expected to remain available and continue monitoring store operations.

60. Throughout with the statutory period, Plaintiff was rarely relieved of all duties and was not ever provided with a second uninterrupted meal break of at least 30 minutes in duration after working shifts in excess of ten (10) hours. When Defendant did allow Plaintiff any opportunity to eat a meal, she was still expected to remain accessible and responsive to answer or respond or to perform work-related tasks during any second meal break periods.

61. Upon information and belief and based thereon, Plaintiff alleges that during the statutory period, the Aggrieved Employees likewise were rarely relieved of all duties and were not provided a second uninterrupted meal break of at least 30 minutes after working shifts of more than ten (10) hours.

62. Plaintiff never validly waived her right to her first or second meal break periods at any time.

63. Upon information and belief and based thereon, Plaintiff alleges that the

Aggrieved Employees likewise never validly waived their rights to their first and/or second meal breaks at any time.

64. At all relevant times, Labor Code section 226.7(b) provided in relevant part: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission . . . ."

65. At all relevant times, Labor Code section 226.7(c) provided in relevant part: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission . . . the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

66. Despite Defendant's failure to provide meal and rest breaks to Plaintiff, Defendant never paid Plaintiff "premium" pay penalties in an amount equal to one hours wages at her regular rate of pay for the rest break and meal break violations that occurred during the statutory period in violation of Labor Code section 226.7.

67. In *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, the California Supreme Court held that employers are required to calculate the one-hour premium for missed or non-compliant meal and rest periods at the employee's "regular rate of compensation," which includes not only the base hourly rate but also all non-discretionary compensation, such as bonuses or incentive payments.

68. Defendant failed to comply with this requirement. Plaintiff and the Aggrieved Employees were either not paid any premium compensation for missed, late, or otherwise non-compliant meal and rest periods, or, in the alternative, were paid an incorrect amount. When Plaintiff received premium pay, Defendant calculated it using only Plaintiff's base hourly rate of $22.78 and did not include her monthly non-discretionary bonuses tied to store rental performance. These bonuses were paid regularly and based on quantifiable sales metrics and were non-discretionary in nature. As a result, Defendant failed to compensate Plaintiff and the Aggrieved

Employees at their proper regular rate of compensation for each day that a compliant meal or rest break was not provided, in violation of Labor Code sections 226.7 and 512, applicable Wage Order, and the California Supreme Court's holding in *Ferra*.

Failure to Pay Overtime Compensation

69. At all times relevant herein, Defendant was required to compensate their non-exempt employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandates of Labor Code §§ 510,1194, and 1198.

70. As indicated above, the Plaintiff and the Aggrieved Employees consistently worked over 40 hours a week. Plaintiff and Aggrieved Employees not only performed work during non-duty free rest and meal breaks, but they also performed off the clock work when they were asked to respond to the work-related communications from their managers. Such work that was performed while off the clock was and is never recorded, nor compensated by Defendant. In addition to the obvious dampening effect and impediment caused by Defendant's strong policies discouraging overtime, Plaintiff and many similarly situated employees routinely worked overtime hours they were too afraid to submit, even though it is fairly obvious that Defendant was aware that Plaintiff and a substantial number of the Aggrieved Employees were working overtime hours and not being fully compensated for all the overtime they worked. In Plaintiff's case, she only submitted half of the overtime hours she worked during the statutory period. In addition, the time worked while off the clock meant that Plaintiff and the Aggrieved Employees had, on innumerable occasions, worked more than an eight-hour shift but were not paid overtime wages. Plaintiff and the Aggrieved Employees were working more than eight hours in a day and more than forty hours in a week throughout the relevant statutory period.

71. Thus, during the relevant statutory period, Defendant failed to compensate Plaintiff and the Aggrieved Employees for all hours worked, consequently resulting in a failure to pay all overtime wages they were due in amounts to be proven at trial.

72. As stated, during the relevant statutory period, the Plaintiff and the Aggrieved Employees, were compensated with their hourly rate plus in addition were paid non-discretionary

bonus pay based on number of executed rental agreements in each of their respective stores. Thus, the Aggrieved Employees' respective "rates" of pay routinely fluctuated from one pay period to the next throughout the statutory period depending on their earned bonus pay. Thus, even if Defendant had paid overtime wages, which Plaintiffs asserts they did not – Defendant failed to factor in their fluctuating bonuses wages when computing rates of pay for overtime wage purposes and consequently failed and did not pay Plaintiff and the Aggrieved Employee at correct overtime rates of pay. (See *Ferra v. Loews Hollywood Hotel, LLC supra*, (2021) 11 Cal. 5th 858, 878). Labor Code § 510 (a) and 1194 have been violated.

Failure To Maintain Accurate Records of Hours Worked

73. At all relevant times, Labor Code section 1174(d) required employers to maintain accurate records showing, among other things, the hours worked and wages earned daily by its employees.

74. As alleged above, Defendant failed to maintain accurate records of the actual hours worked by Plaintiff and the other Aggrieved Employees, including off-the-clock work performed during unpaid meal periods or for work performed off the clock after the end of their scheduled shifts. Defendant neglected to monitor or document the time during which Plaintiff and Aggrieved Employees performed work during their meal/rest break of other off the clock hours. In the absence of adequate recordkeeping, the responsibility falls on Defendant to provide evidence that they were fairly compensated for all hours worked and to demonstrate compliance with California' rest and meal break labor code statutes.

75. As a result, Defendant failed to maintain accurate records of total hours worked, overtime earned, and premium pay owed to Plaintiff and the Aggrieved Employees for meal and rest break violations during the statutory period.

Failure to Pay Vested Vacation Time

76. Pursuant to Labor Code § 227.3 *"Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract*

of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness."

77. As stated, when Plaintiff was terminated in November of 2024 she had accrued, but had not used approximately 100 hours of PTO/vacation time. However, rather than include the payout was part of her earned wages, Defendant unilaterally offset the value of her accrued PTO against deductions for insurance premiums and tax withholdings, in effect zeroing out of her accrued unused vacation time pay as a result.

78. Because of Defendant's violation of Labor Code Section 227.3, Plaintiff and the Aggrieved Employees are entitled to civil penalties and their reasonable attorneys' fees and costs under the PAGA.

Failure to Furnish Accurate Itemized Wage Statements

79. Pursuant to Labor Code § 226 (a), "every employer shall, semimonthly or at the time of each payment of wages, furnish each of her or her employees, either as a detachable part of the check, draft, or voucher paying the employees' wages or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid…, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…"

80. As a result of the alleged and various Labor Code violations, Defendant failed to maintain accurate records of all hours actually worked/wages earned and thus, consequently failed in their affirmative obligation to provide Plaintiff and the Aggrieved employees with accurately itemized wage statements regarding the true total number of hours each of them actually worked during each and every pay period, their gross wages earned, all deductions, and net wages earned, along with their applicable corresponding hourly rates, including premium pay for missed rest

and/or meal breaks and including overtime rates for each respective hourly rate of overtime worked. The inaccurate wage statements were not caused by inadvertent and occasional clerical mistakes, but rather were the result of predetermined, deliberate and uniform - operational and business policies and practices designed to avoid paying overtime and to expand its bottom line profits at the expense of Plaintiff and the Aggrieved Employees lawful right to receive their full wages earned.

81. Defendant was fully aware it was working Plaintiff and the Aggrieved Employees nonstop through 12 hour shifts – and most of the time without a single break. Not only were the Aggrieved Employees forced to labor under such crushing conditions, Defendant imagined that by never keeping true and accurate records of the myriad violations that they could escape having to pay premium pay penalties and overtime wages, Thus any wage statement deficiencies are directly attributable to Defendant's *knowing and intentional* actions.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

82. At all relevant times, Labor Code section 201(a) provided in relevant part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

83. At all relevant times, Labor Code section 203(a) provided in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201 . . . any wages of an employee who is discharged . . . the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

84. As alleged, Defendant failed to pay Plaintiff and upon information and belief and based thereon, also failed to pay similarly situated Aggrieved Employees who separated from Defendant's employment during the relevant statutory period, all earned wages that they were owed at the time of their separation of employment including their accrued, unused vacation pay/PTO as set forth above.As a result of Defendant's violation of Labor Code sections 201 - 202, Plaintiff and the Aggrieved Employees who separated from Defendant's employment during the relevant PAGA Period are entitled to the "waiting time" penalties described in Labor Code section

203.

Failure to Reimburse Work-related Expenses

85. At all relevant times, Labor Code §2802 provides, "*An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties.*"

86. As discussed, Plaintiff and similarly-situated Aggrieved Employees were required to use their personal cell phones and laptops and other personal devices for performing their job duties and facilitating work-related communication.

87. At no time did Defendant ever reimburse the Plaintiff or Aggrieved Employees for the expenses they incurred in the daily use of their personal cell phones in the discharge of their work related duties and communications.

88. Defendant's failure to reimburse its employees for their necessary and cell phone expenses that were incurred in the discharge of their work duties, constitutes a violation of Labor Code Section 2802.

DAMAGES

1. Defendant's actions constitute continuing and ongoing unlawful activity prohibited by the California Labor Code, as alleged and therefore these acts constitute violations of the PAGA.

2. Attorneys' fees and costs pursuant to Labor Code § 2699(g) and any other applicable statute.

3. As alleged supra, notice of these violations were provided pursuant to Labor Code §2699.3 asking the LWDA if it intends to investigate the alleged violations. More than 65 days have passed since notice was provided and Plaintiff received no notification from the LWDA that it intended to investigate the alleged violations. Therefore, the representative Plaintiff is lawfully entitled to prosecute the PAGA claims under Labor Code §2699, et seq.

4. The proper measure of damages and penalties under the PAGA is as to all Aggrieved Employees, whether a part of this action or not. Further this claim needs no

certification to proceed with recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

5. Accordingly, Pursuant to Labor Code Section 2699.3, Plaintiff respectfully requests that the Court award judgment and relief in her favor including civil penalties under California Labor Code §2699 in the amount of one hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred dollars ($200) for each Aggrieved Employee per pay period for each subsequent violation during the relevant period, according to proof.

6. Plaintiff on her own behalf and as the representative of the Aggrieved Employees, does hereby seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the liability period, in an amount according to proof, as to those penalties that are otherwise only available to public agencies. Said fund recovered will be distributed in accordance with the PAGA, with at least 65% of said PAGA penalty recovery being reimbursed to the State of California and the LWDA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on her own behalf and on behalf of the Aggrieved Employees prays for judgment on the Cause of Action as follows:

1. Upon the PAGA Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code §2698 et seq., for Defendant's violations of Labor Code §§ 201-203, 204, 226(a), 226.7, 227.3, 510, 512, 1174, 1194, 2802, and IWC Wage No. 4;

2. Upon the PAGA Cause of Action, for attorneys' fees and costs pursuant to Labor Code §2699(g) and any other applicable statute; and

3. For such other and further relief the Court may deem just and proper.

DATED: August 28, 2025. **W EMPLOYMENT LAW, APC**

By: _____
Jacob N. Whitehead, Esq.
Attorney for Jessica Chapman and the Aggrieved Employees

EXHIBIT A

W EMPLOYMENT LAW

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April 11, 2025

Via Online Filing
California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Certified Return Receipt Mail
C T Corporation System Reg. Agent
Extra Space Management, Inc.
330 N Brand Blvd Suite 700
Glendale, CA 91203

Via USPS First Class Mail
Scott Stubbs, Chief Executive Officer
Extra Space Management, Inc.
2795 E. Cottonwood Pkwy, Suite 300
Salt Lake City, UT 84121

Re: ***Jessica Chapman v. Extra Space Management, Inc.***
Notice Pursuant to the Private Attorneys General Act of 2004

Dear Sir(s) and/or Madam(s):

Please be advised that Jessica Chapman (hereinafter "Plaintiff), has retained W Employment Law APC to represent her and other similarly situated current and former employees (collectively, the "Aggrieved Employees") of Extra Space Management, Inc., a Utah Corporation, (hereinafter, "Defendant" or alternatively, "Extra Space Management") regarding claims of violations of the California Labor Code and other applicable California labor laws. Defendant is duly registered to conduct business with the California Secretary of State and operates, manages, acquires, develops and redevelops self-storage facilities.

During the relevant statutory period, Defendant employed Plaintiff and the Aggrieved Employees who work or have prior worked for Defendant and were classified by Defendant as hourly, nonexempt employees. This notice formally serves to inform Defendant of Plaintiff's intent to file a civil action against Defendant for violations of the California Labor Code and to seek recovery of civil penalties under the Private Attorneys General Act of 2004 (the "PAGA") and for injunctive relief for violations of California's labor laws, including, but not limited to claims for Defendant's Failure to Pay all Wages Due, Failure to Provide Labor Code Compliant Meal/Rest Breaks, Failure to Pay Overtime Pay, Failure to Compensate Employees for Every Hour Worked, Failure To Maintain Accurate Records of Hours Worked, Failure to Furnish Accurate Wage Statements, Failure to Reimburse Work Related Expenses and Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment.

Based upon these violations, as further detailed below, Defendant violated numerous provisions of California's Labor Code including, but not limited to, violations of **Labor Codes §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 1174 (d), 1194, 1198.5, 2802 and the applicable**

IWC Wage Orders 4-001.

Facts and Theories Supporting the Alleged Labor Code Violations

On April 19, 2011, Plaintiff began working for Extra Space Management, Inc. as an hourly nonexempt employee at its Cathedral City, California location at 69100 Converse Rd. Cathedral City, CA 92234. During the course of her employment, Plaintiff simultaneously held dual roles, as a District Team Leader and as a Store Manager, respectively - effectively performing in two distinct roles with distinct and varying job duties for Extra Space Management.

As a result, Plaintiff operated under dual supervisory authority. Her direct supervisor for Operations Management was Kimberly Lara-Kane, who oversaw Plaintiff's responsibilities and performance in operational matters.

Concurrently, Plaintiff reported to Anna Davis, who served as her supervisor in Learning and Development, and provided direction and oversight with respect to training, development programs, and educational initiatives. In practice, Plaintiff was fulfilling the rigorous duties and job demands of both positions concurrently, effectively "wearing two hats" without additional compensation or formal role delineation.

Plaintiff's "assigned" work schedule was Tuesday through Saturday, from 9:30 in the morning until 6 o'clock in the evening. As a full-time, hourly, nonexempt employee, Plaintiff was compensated at an hourly rate of $22.78 plus bonuses.

As a District Team Leader, the Plaintiff's primary duties consisted of traveling extensively throughout her assigned district to oversee and support the operations of multiple store locations. Plaintiff's core responsibilities included training on-site personnel, ensuring compliance with company policies and procedures, and verifying that each store was meeting performance expectations and operational standards. The Plaintiff's designated territory encompassed approximately 16 to 20 retail locations, including stores situated in La Quinta, Palm Springs, Redlands, and Beaumont areas, within Southern California. Plaintiff's role required frequent site visits, coordination with local teams, and hands-on leadership to ensure regional consistency and accountability. At the time of her employment, there were approximately 30 to 40 stores statewide, making her territory a substantial portion of Extra Space Management's California market.

As stated, Plaintiff also held the role of on-site Store Manager for the facility located at 69100 Converse Road, Cathedral City, California 92234, where she independently managed day-to-day operations. In connection with her employment, Plaintiff was provided with on-site housing in the form of a residential apartment situated on the premises which included as well as complimentary utilities.

During the final year of her employment, the Plaintiff earned an hourly wage of $22.78, plus bonuses. These bonuses were associated exclusively with her role as a Store Manager, and not tied to her position or performance of her role as a Division Team Lead. Bonus compensation was calculated based on the number of rental agreements executed by the store each month, and the total bonus pool was proportionally divided among store personnel, including the manager and other employees. Each employee's bonus share was determined based on the number of hours worked during the qualifying period, with managers receiving a small override, typically amounting to an approximate share to Plaintiff of two hundred dollars per month.

During her employment with Defendant, the Plaintiff was routinely and objectively unable to take compliant meal and rest breaks, particularly while working at her assigned store. As a condition of taking any rest or meal break, Plaintiff and similarly situated Aggrieved Employees

were required to forward all incoming phone calls before going on break to another store in order to ensure uninterrupted customer service. However, in practice, this policy functioned as a deterrent to taking breaks. The extra burden placed on receiving stores was substantial, and there was a widespread understanding among employees that such requests were unwelcome and burdensome.

On at least one occasion, four separate store locations had forwarded their incoming calls to Plaintiff's store while she was simultaneously responsible for managing her own location's call volume. This call forwarding policy created an unmanageable and chaotic work environment, making it virtually impossible for Plaintiff and similarly situated employees to step away from job duties to take rest or meal breaks. As a result, Plaintiff and other similarly situated employees would often skip their meal breaks entirely or try to grab quick bites in the back room while continuing to work. The time worked during such interrupted or skipped breaks was never recorded nor compensated, constituting violations of Labor Code §§ 226.7 and 512 and the applicable Wage Orders of the Industrial Welfare Commission (IWC Order No. 4-2001).

Although Defendant operated a call center in Utah that, in theory, could have handled and receive forwarded calls during employee breaks, Plaintiff and the Aggrieved. Employees were not permitted or instructed to utilize this resource. Instead, the operational expectation remained that employees should burden other stores by forwarding their phone calls which policy resulted in employees' forfeiture of rest and meal breaks.

In addition, Defendant regularly required, but failed to record or compensate for off-the-clock work. Plaintiff received work-related text messages and phone calls after hours, often from her direct operations supervisor, Kimberly Lara-Kane, with account related questions, or directing her to take action or follow up on pending issues. These communications occurred outside of Plaintiff's scheduled shifts and were not compensated as time worked. Despite the fact that these after-hours directives directly benefited Defendant, such time was never tracked or recorded and Plaintiff was not paid for the time spent responding to them, in violation of Labor Code §§ 1194, 1198, and 510, among others.

Defendant has a very strict policy and discourages overtime. For fear of reprisal and reprimand, although Plaintiff worked at least 10 to 12 hours of overtime per pay period, she only submitted five or six hours. Thus, she was not paid for a substantial amount of overtime hours worked because of Defendant's strict policies and stance on overtime.

Furthermore, while working in her role as a District Team Lead ("DTL") – while in the field, the Plaintiff was prohibited from logging in or out of Defendant's timekeeping system using her personal cell phone, which further obstructed her ability to accurately record her hours while traveling between store locations or working remotely. This restriction effectively prevented Plaintiff from entering her meal periods or shift times in real time and contributed to systemic inaccuracies in timekeeping and wage reporting.

Defendant failed to account for or record all these extra hours of "off-the-clock" work that Plaintiff performed during her meal/rest breaks. These unrecorded work hours translated into working shifts of more than eight hours per day and more than forty hours in a week. While the law is clear that employers must compensate their employees for all the hours they worked, Defendant often failed to record these additional hours, which represent significant overtime earnings Plaintiff has earned and was not paid.

Necessary and integral to the performance of her job duties, Plaintiff was compelled to use

her personal cell phone and laptop for the execution of her work-related tasks and communications. Since 2011, Plaintiff has used her personal phone for work-related communications, including calling and texting individuals across the district, coordinating with her boss, and arranging travel between different locations. Plaintiff states that employees are required to use their personal cell phones to report when they are sick. Plaintiff also has multiple text messages from her boss on her phone that confirm this practice. After Plaintiff's promotion in 2020, her usage increased to approximately 2-4 times per day for texting and phone calls with her supervisor.

Additionally, during the last three years of her employment, Plaintiff regularly used her personal laptop and tablet for work-related tasks, averaging 5-10 hours per month. Plaintiff explains that she was required to work from home and had no choice but to use her personal laptop because Defendant never provided her with one. Plaintiff's responsibilities included project-based work, such as creating and working on Defendant's Green Door divisional newsletter, designing graphics, and preparing PowerPoint presentations and posters. To complete these tasks, Plaintiff relied on her own subscription-based services such as Canva, Adobe Express, Microsoft, and Grammarly. Despite incurring these work-related expenses, Plaintiff has not received any reimbursement for the expenses she incurred.

Despite Defendant's knowledge of these business-related expense, the employer never provided any reimbursement. This failure on the part of Defendant constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

As of November 20, 2024, which was the time of her involuntary separation from employment, Plaintiff had accumulated approximately 100 hours of unused Paid Time Off (PTO). Throughout her employment, Plaintiff was allocated PTO at a rate of eight (8) hours every two weeks, resulting in a substantial balance by the time of her termination. Plaintiff expressly requested that her accrued PTO be paid out in full upon the termination of her employment.

However, Plaintiff did not receive compensation for this accrued time. Instead, Defendant appears to have unilaterally offset the value of her accrued PTO against deductions for insurance premiums and tax withholdings, resulting in a net payout of zero dollars for her accrued unused vacation time pay. The failure to pay out earned PTO upon termination, particularly when coupled with a lack of transparency regarding the deductions made, reflects not only a violation of wage laws but also potentially supports the imposition of waiting time penalties under Labor Code § 203.

Plaintiff is informed and believes, and based thereon, alleges that the above-described violations are ongoing, systematic, and uniform. If Defendant fails to cure these alleged violations, as stated above, Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.[1]

[1] "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26,

Failure to Provide Labor Code Compliant Meal/Rest Breaks

Labor Code § 226.7 provides:*"(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.*

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."

Governing the timing, length, duration and frequency of meal break periods, Labor Code § 512 (a) states that, *"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."*

IWC Wage Order No. 4 in the "Meal Period" section states that: *"No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."* Furthermore, *"If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."*

Further, IWC Wage Order No. 4 in the "Rest Period" section states that: *"Every employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."* Consequently, *"If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."*

Throughout the statutory period, Plaintiff and the similarly situated Aggrieved Employees almost always are unable to take uninterrupted meal/rest breaks due to Defendant's operational policies, procedures and practices. Similarly, as stated herein, their meal breaks, if taken at all, were nearly always, untimely, and certainly not duty-free. This resulted in Plaintiff and Aggrieved Employees' not being provided with Labor Code compliant, timely and duty-free, meal/rest breaks. These on-duty working rest/meal break violations were never tracked or recorded by Defendant and Plaintiff and Aggrieved Employees were never paid the premium pay penalties equal to one hour's wages at their respective regular rates of pay, to which they were lawfully entitled for each missed, late, or otherwise non-compliant meal breaks.

1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7."

Accordingly, Defendant actively failed in its lawful obligation to fully relinquish control to permit Plaintiff and Aggrieved Employees an opportunity for their meal/rest breaks by failing to devise proper and effective operational procedures that would have enabled Plaintiff and Aggrieved Employees to take their lawfully entitled meal and rest breaks. Despite these known and intentional violations, Defendant never paid Plaintiff and Aggrieved Employees the premium pay penalties equal to one hour at her applicable rate of pay for each meal/rest break violation that occurred. This constitutes a violation of Labor Code § 226.7 and the IWC Wage Order No. 4 which mandate California employers' affirmative obligation to provide timely, duty-free rest break periods and payment of premium pay penalties if they fail to do so.

Pursuant to §512 of the Labor Code and IWC Wage Order No. 4, Plaintiff and the Aggrieved Employees are owed premium pay penalties for each missed meal/rest break for which they were not paid during the statutory period.

Accordingly, Plaintiff intends to bring an action against Defendant under the PAGA (Labor Code Section 2699, as amended) to recover civil penalties as provided by California law for missed meal breaks and the improper failure to pay premium pay penalties for the meal break and premium pay violations that occurred during the relevant statutory period.

Failure to Pay Overtime Pay

Labor Code § 510 (a) provides, *"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."*

As indicated above, the Plaintiff and the Aggrieved Employees consistently worked over 40 hours a week. Plaintiff and Aggrieved Employees worked off the clock when they were asked to respond to the Defendants' communications. Such time was never recorded, nor compensated by Defendants. In addition to the obvious dampening effect and impediment caused by Defendant's strong policies discouraging overtime, Plaintiff and many similarly situated employees routinely worked overtime hours they were too afraid to submit, even though it is fairly obvious that Defendant was aware that Plaintiff and a substantial number of the Aggrieved Employees were working Overtime. In Plaintiff's case, she only submitted half of the overtime hours she worked during the statutory period. In addition, the time worked while off the clock meant that Plaintiff and the Aggrieved Employees had, on innumerable occasions, worked more than an eight-hour shift but were not paid overtime wages. Plaintiff and the Aggrieved Employees were working more than eight hours in a day and more than forty hours in a week throughout the relevant statutory period.

As stated, during the relevant statutory period, the Plaintiff and the Aggrieved Employees, were compensated with their hourly rate plus non-discretionary commissions earned. Thus, their respective "rates" of pay routinely fluctuated from one pay period to the next throughout the statutory period depending on their earned commissions. Thus, even if Defendant had paid overtime wages, which Plaintiffs asserts they did not – Defendant failed to factor in their commission wages when computing rates of pay for overtime wage purposes and consequently failed and did not pay Plaintiff and the Aggrieved Employee at correct overtime rates of pay. (See

Ferra v. Loews Hollywood Hotel, LLC supra, (2021) 11 Cal. 5th 858, 878). Labor Code § 510 (a) and 1194 have been violated.

Thus, intends to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Failure to Compensate Employees for Every Hour Worked

Labor Code § 204 (a) states *"All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."*

Further, under Labor Code §1194 (a) "*Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of their minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."*

As stated herein, due in direct part to Defendant's operational and business policies, procedures and practices, Plaintiff and Aggrieved Employees' actual hours worked were never properly tracked or recorded. Because of the foregoing-described violations, Defendant failed to accurately compensate Plaintiff and Aggrieved Employees for all of the time they were working as well as their total work hours each and every pay period that they worked. Thus, Labor Codes §§ 204 and 1194 (a) have been violated.

Plaintiff intends to bring an action against Defendant under the PAGA (Labor Code Section 2699, as amended) to recover civil penalties as provided by California law.

Failure To Maintain Accurate Records of Hours Worked

Labor Code § 1174(d) provides, *"Every person employing labor in this state shall:... (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."*

As stated, Defendant neglected to monitor or document the time during which Plaintiff and Aggrieved Employees performed work during their meal/rest break. In the absence of adequate recordkeeping, the responsibility falls on Defendant to provide evidence that they were fairly compensated for all hours worked and to demonstrate compliance with rest break regulations.

Labor Code § 1174(d) has been violated, bringing with it a a statutory penalty in the amount of Five Hundred Dollars ($500.00) for employers who fail to maintain complete and accurate records under Section 1174(d). Because Defendant failed to maintain full, complete and accurate record of hours actually worked and wages earned, in violation of Labor Code §1174(d), Plaintiff intends to bring an action against Defendant under the PAGA (Labor Code Section 2699, as amended) to recover civil penalties as provided by California law.

Failure to Furnish Accurate Wage Statements

At all times relevant, Labor Code § 226 requires Defendant to provide an accurate wage statement in writing each and every pay period that includes nine categories of information

specified by law. The following information to be listed on employees' pay stubs:

1. Gross wages earned;

2. Total hours worked (not required for salaried exempt employees);

3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;

4. All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item);

5. Net wages earned;

6. The inclusive dates of the period for which the employee is paid;

7. The name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number;

8. The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer; and

9. All applicable hourly rates are in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Even small errors can result in liability such as listing the wrong company name or address on the wage statement. However, here, the errors were far greater and consistent, for each and every single pay period a wage statement was furnished to Plaintiff and Aggrieved Employees. As stated, their actual true working hours, during meal/rest breaks, were never in any manner tracked or recorded by Defendant. Consequently, the pay stubs they were issued by Extra Space Management were not complete, nor accurately itemized. They failed to reflect all hours worked during on duty rest and meal breaks, while off the clock, nor for overtime hours worked, nor did the inaccurate wage statements reflect any payment of premium pay penalties for missed and noncompliant rest break periods. The deficiencies in Plaintiff and Aggrieved Employees' wage statements were not one-off, clerical mistakes or omissions. Defendant's intentional and knowing failure to record the hours they actually worked, every single wage statement furnished to them were completely inaccurate. In failing to account and compensate with accuracy, all of the hours worked by Plaintiff and Aggrieved Employees, and by failing to accurately set forth their accurate net and gross wages earned, Defendant repeatedly violated the wage statement requirements of Labor Code § 226 with every paystub they issued to Plaintiff and Aggrieved Employees. As provided by California Labor Code Section 226(e) employees may recover penalties if they suffer an injury as a result of an employer's *knowing and intentional failure* to comply with the statute. Plaintiff and Aggrieved Employees are entitled to recover the greater of actual damages or $50 for the initial violation or $100 for each violation in a subsequent pay period, subject to a maximum aggregate penalty of $4,000, plus an award of attorney's fees and costs. In addition, Labor Code 226.3 provides that employers who violate section 226(a) are subject to a civil penalty of $250 per employee per violation for the initial "citation" and $1,000 per employee for each subsequent violation.

Plaintiff intends to bring an action under the PAGA (Labor Code Section 2699, as amended) for Defendant' repeated violations of Labor Code 226(a) during the statutory period and will seek to recovery of the applicable civil penalties for each such violation that occurred as to Plaintiff and each of the Aggrieved Employees.

Reimbursement of Work-Related Expenses

Pursuant to Labor Code §2802, *"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."*

As mentioned, necessary and integral to the performance of their job duties, Plaintiff and Aggrieved Employees had no choice but to utilize their personal cell phone and laptops for performing their job responsibilities and facilitating work-related communication, as no company-provided devices were made available to them. However, despite the essential nature of these expenses, Defendant did not provide Plaintiff and Aggrieved Employees with reimbursement for the expenses they incurred in the use of their personal cell phones and/or other personal devices, that were necessary in the discharge of their job duties.

The term "necessary expenditures or losses" under Section 2802, includes not only all reasonable costs but also attorney's fees incurred by the employee enforcing the rights granted therein.

As a result of Defendant's violations of Labor Code Section 2802, Plaintiff intends to bring a claim for recovery of civil penalties under the PAGA (Labor Code Section 2699, as amended) for each such violation that occurred as to Plaintiff and each of the Aggrieved Employees.

Failure to Pay Out Accrued, Unused Vacation Time Upon Termination

Labor Code Section 227.3 provides that unless otherwise provided by a collective-bargaining agreement, employers must pay out all earned but unused vacation time to employees upon termination. This applies regardless of the reason for termination and prevents unlawful "use it or lose" it vacation policies. The payout should be at the employee's final rate of pay, unless a collective bargaining agreement specifies otherwise.

As stated, when Plaintiff was terminated in November of 2024 she requested to be paid out on approximately 100 hours of accrued, unused vacation time. However, rather than include the payout was part of her earned wages, Defendant unilaterally offset the value of her accrued PTO against deductions for insurance premiums and tax withholdings, managing to zero out dollars for her accrued unused vacation time pay.

As a result of Defendant's violation of Labor Code Section 227.3, Plaintiff intends to bring a claim for recovery of civil penalties under the PAGA (Labor Code Section 2699, as amended) for each such violation of Section 227.3 that occurred as to Plaintiff and as to Aggrieved Employee who separated from Defendant's employment during the statutory period, who were not fully paid out on their unused accrued vacation pay wages.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

Further, at all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Further, at all times relevant, Labor Code § 203 provides that an employer who willfully

fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

As set forth above, Defendant failed to pay Plaintiff and upon information and belief and based thereon, also failed to pay similarly situated Aggrieved Employees who separated from Defendant's employment during the relevant statutory period, all earned wages that they were owed at the time of their separation of employment including their accrued, unused vacation pay/PTO as set forth above. As a result, Defendant failed to timely pay Plaintiff and other such Aggrieved Employees who separated from Defendant's employment during the relevant statutory period, all of their earned and owned wages at the time of their termination of employment as required under Lab. Cod. sections 201-203.

Conclusion

In sum, as has been factually alleged, Defendant violated among other statutes and regulations Labor Codes §§ 201, 202, 203, 226(a), 226.7, 227.3, 510, 512, 1174(d), 1194, 1198.5 2802 and the applicable IWC Order No. 4-2001. Accordingly, Plaintiff on her own behalf and on behalf of all similarly situated Aggrieved Employees, seeks to recover any and all applicable penalties, interest, and attorneys' fees and civil penalties as provided under Labor Code 2699.3 (f).

Plaintiff requests that the LWDA investigate the above claims and to provide notice of the investigation under PAGA's provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that she may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Very truly yours,

W EMPLOYMENT LAW GROUP

Jacob N. Whitehead, Esq.

JNW/dlp

W EMPLOYMENT LAW

Jose Acosta <jacosta@wemploymentlaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov> Fri, Apr 11, 2025 at 2:24 PM
To: "jacosta@wemploymentlaw.com" <jacosta@wemploymentlaw.com>

4/11/2025

LWDA Case No. LWDA-CM-1091738-25
Law Firm : W Employment Law, APC
Plaintiff Name : Jessica Chapman
Employer: Extra Space Management, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm