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Via Online Submission

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

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Via Certified Mail

G-2 GRAPHIC SERVICE, INC.
c/o Kira S. Masteller, Registered Agent for Service of Process
Lewitt Hackman Shapiro Marshall & Harlan
16633 Ventura Blvd, 11th Floor
Encino, CA 91436.

Re: ***Angel Romero v. G-2 Graphic Service, Inc., et al.***

Dear California Labor and Workforce Development Agency and G-2 Graphic Service, Inc.:

Please be advised that Manahan O'Dell LLP represents Angel Romero ("Claimant"). Claimant intends to seek injunctive relief and penalties, on behalf of himself and all other aggrieved employees, against G-2 Graphic Service, Inc. ("Employer") pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 *et seq.* This correspondence serves as Claimant's written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

Claimant alleges Employer has violated Labor Code §§ 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2804.

Facts and Theories Supporting the Alleged Violations

Employer offers printing, packaging, and event/retail signage services to customers in Southern California. Employer employed Claimant as a non-exempt employee in California within the past year. Specifically, Employer has employed Claimant as "bindery worker" and "driver" at from approximately November 2023 through the present. Claimant's job duties as a

bindery/warehouse worker include, *inter alia*, running machines, preparing material for binders, loading trucks while maneuvering a forklift, etc. Claimant worked as bindery/warehouse employee approximately 80% of the time. Claimant's job duties as a driver include dropping off shipments to different places in neighboring cities. Claimant worked as a driver approximately 20% of the time.

Employer employed and/or currently employs other aggrieved employees, including exempt, non-exempt, and/or misclassified employees, in California. The aggrieved employees consist of all employees employed by Employer during the "PAGA Period," including exempt, non-exempt, and/or misclassified employees, which is defined as commencing from one year prior to the submission of this letter to the LWDA and certified mailing to Employer through the present.

During the PAGA Period, Employer failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and/or double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and other aggrieved employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per workweek. During the PAGA Period, Employer required Claimant and other aggrieved employees to complete work-related tasks off the clock, such as communicating with Employer and working through meal periods. Furthermore, on information and belief, Plaintiff and other aggrieved employees received non-discretionary bonuses during the PAGA Period, but Employer failed to accurately calculate the employees' regular rate of pay by, among other things, failing to include a remuneration when calculating the rate of pay for overtime, double time, meal and rest period premiums, and sick pay and the final rate of pay for their vacation payout upon termination. Accordingly, Employer failed to pay aggrieved employees the proper minimum, regular, overtime, and/or double time wages for all hours worked, sick pay, and vacation pay, in violation of Labor Code §§ 204, 206, 210, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Orders and California Code of Regulations.

During the PAGA Period, Employer failed to authorize and permit and/or make available to Claimant and other aggrieved employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the applicable IWC Wage Order(s). Specifically, Claimant and other aggrieved employees frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to Employer's policies/practices, including understaffing and prioritizing work demands over taking compliant breaks (such as having to make timely deliveries). Employer failed to provide Claimant and other aggrieved employees who worked as drivers with the ability to clock out during their meal periods when they were working away from Employer's warehouse. In addition, Claimant and other aggrieved employees were required to carry a communication device during their purported meal periods. Accordingly, Employer failed to authorize and permit and/or make available to aggrieved employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders.

During the PAGA Period, Employer failed to authorize and permit and/or make available

ten-minute rest periods for every four (4) hours or major fraction thereof worked. Employer failed to implement a compliant rest period policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute rest periods. Claimant and other aggrieved employees regularly missed their rest periods or had them interrupted or governed by Employer's practices and policies. Specifically, Claimant never received his rest breaks. In addition, Claimant and other aggrieved employees were required to carry a communication device during their purported rest periods. Notwithstanding the above rest period violations, Employer failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they suffered a rest period violation. Accordingly, Employer violated Labor Code § 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, as a result of, and in addition to, the foregoing Labor Code violations, Employer secretly paid Claimant and other aggrieved employees less than the statutory or contractual rate. Accordingly, Employer violated Labor Code §§ 221, 223, and 224.

During the PAGA Period, Employer failed to reimburse Claimant and other aggrieved employees for all reasonable and necessary work expenditures incurred for Employer's benefit. For example, Claimant and other aggrieved employees were required to use their personal cell phones for work-related tasks, including communicating with Employer, without reimbursement. Specifically, Employer's supervisors or leads would call Claimant to ask him to pick up shipments and tell him where to drop off shipments. Employer's supervisors or leads would often text Claimant the address to complete his deliveries. If Employer's supervisors or leads had any questions, they would call Claimant. Accordingly, Employer violated Labor Code §§ 2800, 2802, and 2804.

As a result of, and in addition to, the Labor Code violations, Employer failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, Employer violated Labor Code §§ 226 and 226.3. Similarly, Employer failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and aggrieved employees due to the violations described above. For example, Employer failed to provide Claimant and other aggrieved employees who worked as drivers with the ability to clock out during their meal periods when they were working away from Employer's warehouse. Accordingly, Employer violated Labor Code §§ 1174 and 1174.5.

Every employer violates Labor Code § 1199 if it: (a) requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. As a result of, and in addition to, the foregoing Labor Code violations, Employer has violated Labor Code § 1199 and the applicable IWC Wage Order.

As a result of, and in addition to, the foregoing Labor Code violations, Employer failed to timely pay all wages owed throughout Claimant and other aggrieved employees' employment.

Accordingly, Employer violated Labor Code §§ 204 and 210.

Based on these violations, Claimant will seek attorneys' fees, costs, injunctive relief, and penalties under the Labor Code on behalf of himself and all other aggrieved employees who were employed by Employer during the PAGA Period.

Please advise if the Labor and Workforce Development Agency has any objection to Claimant alleging PAGA claims in a lawsuit against Employer. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Very truly yours,

MANAHAN O'DELL LLP

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