September 17, 2025

ELECTRONICALLY FILED:
Attn: PAGA Administrator
Labor and Workforce Development
Agency 1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAfilings@dir.ca.gov

Re:	**Private Attorneys General Act of 2004 Notice**
Employee:	**Roberto Mendez and Aggrieved Employees**
Employer:	**Bobrick Washroom Equipment Inc.**

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a), Roberto Mendez ("Mendez" or "Plaintiff") hereby notifies the California Labor & Workforce Development Agency ("LWDA") that he intends to seek civil penalties and injunctive relief pursuant to California Labor Code § 2699(a), (e), (f), and (k) against Bobrick Washroom Equipment Inc. ("Employer" or "Defendant"), and any unknown related entities involved in the violations alleged, for its violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Order(s), including, but not limited to:

- Cal. Lab. Code §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- Cal. Lab. Code §§ 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- Cal. Lab. Code § 2802 (failure to reimburse work expenses);
- Cal. Lab. Code §§ 1174 (failure to maintain accurate records);
- Cal. Lab. Code § 226 (failure to provide accurate itemized wage statements); and
- Cal. Lab. Code §§ 201-203 (failure to pay all wages due upon termination).

Throughout the Relevant Period, Defendant committed and continues to commit the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and Aggrieved Employees.[1]

[1] "Relevant Period" includes the one year period preceding the date of this letter. "Aggrieved Employees" has the same meaning as defined in Cal. Lab. Code § 2699(c)(1).

Background of Defendant

Defendant manufactures and supplies washroom accessories and toilet partitions. It offers a wide range of products including soap dispensers, hand dryers, paper towel dispensers, waste receptacles, mirrors, grab bars, and toilet partitions for various commercial and public restroom settings. It has approximately over one hundred (100) employees and is headquartered in North Hollywood, California.

Background of Plaintiff

Plaintiff was hired by Defendant from July 1998 to March 2025. Plaintiff worked in North Hollywood, California, as a Customer Service Specialist and was compensated $40.65 per hour. He usually worked from Monday to Friday, from 8:00 A.M. to 5:00 P.M. He worked up to 8 hours a day or more, and up to 40 hours per week or more.

Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages

Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime.

Plaintiff and Aggrieved Employees are regularly required to perform work while off-the-clock. For instance, Plaintiff was required to prepare his workstation prior to his official clock-in time, resulting in having to perform work off the clock. Further, Plaintiff was often required to receive client's calls during his time off, including during his meal breaks. Plaintiff was also required to clock out for meal breaks but continue working, and to remain on-call during his off-the-clock meal breaks to respond to client needs.

This time spent working while off-the-clock goes unrecorded and uncompensated even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendant, across California, institutes a similar policy of not compensating employees for time worked while off the clock that results in hundreds of Aggrieved Employees performing services for the benefit of Defendant while off-the-clock. Defendant's failure to timely pay wages is willful and intentional.

Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages

Defendant failed to provide compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendant's policies, practices, and procedures cause Plaintiff and Aggrieved Employees to systematically miss their meal and/or rest breaks yet, do not provide them with premium payments. Plaintiff and Aggrieved Employees are frequently denied meal and rest breaks since: (i) Defendant does not authorize, permit, and/or makes available timely meal and/or rest breaks to Plaintiff and Aggrieved Employees. Due to the heavy workload, when Plaintiff and Aggrieved Employees do attempt to take a meal break, it is often untimely, *i.e*., after the end of the fifth hour of work. (ii) Plaintiff and Aggrieved Employees are required to clock out for a meal break but continue working. For instance, Plaintiff was required to, and in fact did, continue communicating with customers by phone after clocking out. (iii) Plaintiff and Aggrieved Employees are required to remain on-call and therefore their meal and rest breaks are interruptible. Particularly, Plaintiff was expected to receive customer calls during his designated lunch period. As a result, Plaintiff and Aggrieved Employees are not provided with duty-free, uninterrupted and timely thirty-minute meal periods by the end of the fifth hour of work.

Defendant also has failed and continues to fail to pay Plaintiff and other Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal or rest period is not provided. Defendant's failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

Failure to Reimburse Business Expenses

Defendant also denies Plaintiff and Aggrieved Employees proper reimbursement for business expenditures. Plaintiff and Aggrieved employees are constantly required to use their personal cell phones to comply with work duties. For example, Plaintiff and Aggrieved Employees are expected to use their personal cell phones to make and receive calls from customers. However, Defendant does not provide any stipend to Plaintiff and Aggrieved Employees for the use of their personal cell phones, even though it should be provided under California law. Defendant's failure to properly reimburse Plaintiff and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of Cal. Lab. Code § 2802. Upon information and belief, Defendant institutes the same or substantially similar policy throughout its locations in California that result in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Defendant.

Failure to Provide Timely & Itemized Wage Statements

As outlined above, Plaintiff and Aggrieved Employees perform a substantial amount of work which goes unrecorded and uncompensated, do not receive premium payments for missed, interrupted and/or untimely meal and rest periods, and are not reimbursed for business expenditures. Therefore, Plaintiff and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Cal. Lab. Code §226. Defendant knowingly and intentionally fails to provide a wage statement that omits and/or inaccurate states the gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. For example, in Plaintiff's wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, and do not include overtime for work performed outside of scheduled hours. Plaintiff and Aggrieved Employees cannot promptly and easily determine from the wage statement alone their accurate gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Failure to Timely Pay All Wages Following Separation from Employment

As a consequence of Defendant's failure to pay for all hours worked, including minimum wage and overtime premiums, failure to pay premiums for missed, interrupted and/or untimely meal and rest periods, and failure to reimburse business expenses, Plaintiff and Aggrieved Employees do not receive all wages owed during employment and upon separation from employment. Additionally, Aggrieved Employees who are Defendant's former employees did not receive all wages owed following separation from employment. Defendant's failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees was/is willful and/or intentional.

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Plaintiff is represented by Schneider Wallace Cottrell Kim LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very truly yours,

SCHNEIDER WALLACE
COTTRELL KIM LLP

Carolyn H. Cottrell
Attorney at Law

CC via U.S.P.S. Certified Mail with Return Receipt Requested:

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