



BOYAMIAN LAW

September 17, 2025

SUBMITTED VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: *Rodriguez v. Republic Waste Services of Southern California, LLC.*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

My office, along with Sezgin Khousadian LLP, represent Joel Rodriguez Garcia (hereinafter “Claimant”), with respect to claims on behalf of himself and other similarly situated current and former Truck Drivers of Republic Waste Services of Southern California, LLC, Republic Services of Southern California, LLC, Republic Services of California II, LLC, and Republic Services, Inc. (hereinafter collectively “Republic”) who worked in California from one year prior to the submission of this Notice and continuing through the present (“Relevant Time Period”). The purpose of this letter is to satisfy the notice requirements of Labor Code § 2699.3(a).

Below we set forth the facts and theories which we believe support our contention that Republic has violated and continues to violate various provisions of the California Labor Code including, but not limited to, failures by Republic to pay minimum wages and overtime wages, to provide meal and rest periods, and to reimburse for necessary business expenditures.

The purpose of this letter is to provide the required notice to the Labor Workforce and Development Agency and the Republic of the specific facts and theories which we believe support our contention that Republic has also violated and continues to violate the California Labor Code, as set forth herein.

Facts & Theories About the Case

Republic Waste Services of Southern California, LLC, Republic Services of Southern California, LLC, Republic Services of California II, LLC, and Republic Services, Inc. provide recycling services, waste services, and dumpster rentals in business and residential areas. Republic utilizes Drivers to pick up waste from businesses and residences. Republic is therefore a provider of managed transportation services for waste.

Claimant is a former Truck Driver for Republic. He commenced work for Republic in or around January 2005 to approximately July 2, 2025. For the vast majority of his tenure with Republic, Claimant was a Truck Driver. Claimant reported to

work at Republic's Service Yard located at 1235 North Blue Gum Street, Anaheim, California 92806. Claimant generally arrived at the yard at 6:00 a.m.

Claimant drove routes originating in Anaheim, California from the Republic Services Yard. Typically, Claimant arrived at the yard at 6:00 a.m. to meet with Defendant's managers. Following the morning meetings, Claimant would complete a pre-trip inspection of his truck. Claimant would begin his route around 7:00 a.m. Mr. Rodriguez would continue picking up waste until his truck was full. Thereafter, Mr. Rodriguez disposed of the waste at a landfill or a material recycling facility. There were times when Claimant would make multiple trips to dispose of the waste. One trip would be to dispose of the waste at the landfill and the second trip would be to the material recycling facility. Claimant would then return to the Republic Service yard to complete post-trip paperwork.

On average, Mr. Rodriguez worked twelve to thirteen hours each day. There were days when Mr. Rodriguez worked for fourteen hours or more. Claimant's typical schedule was Monday through Friday, but some weeks Claimant would work on Saturdays as well. Mr. Rodriguez and other Truck Drivers record their time on a timesheet or electronically through a company tablet or personal cell phone. Given the limited availability of tablets, Claimant had to use a different timekeeping method each day, including often utilizing his personal cell phone.

Truck Drivers are denied meal and rest breaks, itemized wage statements, and other protections to which they are entitled under the California Labor Code. Mr. Rodriguez, like other aggrieved Truck Drivers, did not have uninterrupted meal periods as statutorily mandated and compliant meal and rest periods were not made available due to the press of work. Anytime Claimant would try to take a meal or rest break, Republic's dispatch would put pressure on him to cut his breaks short or would want to speak with him about work-related topics. Furthermore, Mr. Rodriguez was not given a second meal period despite working over ten hours. Mr. Rodriguez rarely was able to take rest breaks due to the pressure by Republic to complete work sooner.

Specifically, Mr. Rodriguez did not have access to a restroom and had to make stops to use the restroom since the facilities were not readily available. However, any time Mr. Rodriguez made a stop to use the restroom, Republic's management would urge him not to stop for long. Thereafter, Mr. Rodriguez would have to use a water bottle if he had to use the restroom to avoid the pressures from Republic's management.

Separately, Republic does not compensate Aggrieved Truck Drivers, including Mr. Rodriguez with the proper rate for overtime. California law requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay. At times during the relevant time period, Republic would incorrectly calculate Mr. Rodriguez's overtime rate. For example, for the pay date of October 4, 2024, Mr. Rodriguez's earning statement reveals a regular rate of pay of "32.25" and an overtime rate of pay of "47.1450" which is less

than 1.5 times the regular rate of pay. The double time rate is also in error. It provides “59.58” as that is less than two times the regular rate and should be “64.50.”

In addition, under the guise of an employee reward program to promote safety, Mr. Rodriguez and Truck Drivers were forced to divert a portion of their pay to a point program which would result in unlawful deductions to their wages. Such program was mandatory and resulted in Claimant and Truck Drivers receiving merchandise in exchange for the points when Claimant and Truck Drivers did not want their pay deducted in exchange for merchandise.

Based on our investigation, we have found that Republic has:

- (1) required and/or knowingly permitted Truck Drivers to work hours considerably in excess of eight hours per day, 12 hours per day, and/or 40 hours per week. Claimant is informed and believes, and on that basis alleges, that it has been Republic’s policy and practice to require and/or knowingly and willfully permit Truck Drivers to work such overtime hours without paying them overtime compensation required by the California Labor Code and even when paying the overtime rates, Republic unlawfully calculates the overtime rates for purposes of compensation;
- (2) failed to provide a 30 minute off-duty meal period to the Truck Drivers who worked more than five hours in a day. Moreover, Republic has failed to provide a second 30 minute off-duty meal period to the Truck Drivers who worked more than 10 hours in a day;
- (3) failed to authorize and permit a rest period of ten minutes per every four hours, or major fraction thereof, worked. Republic has failed to pay minimum wage compensation to the Truck Drivers for all hours worked;
- (4) failed to reimburse necessary business expenses incurred by Truck Drivers in violation of Cal. Labor Code § 2802;
- (5) imposed unlawful purchase requirements on Truck Drivers in violation of Labor Code § 450 with a concomitant unlawful deduction in wages;
- (6) failed to pay to the Truck Drivers all wages due and owing twice per month at the times prescribed by Cal. Labor Code § 204;
- (7) failed to itemize the total hours worked on wage statements furnished to the Truck Drivers as required by Cal. Labor Code §§ 226, 226.3, and Wage Order 9;

- (8) not properly maintained payroll records showing the actual hours the Truck Drivers worked each day as required by Cal. Labor Code § 1174 and IWC wage order No. 9, § 7(A); and
- (9) willfully and knowingly failed to pay Truck Drivers upon termination of employment, all accrued compensation, including reimbursement of all unlawful deductions from wages, payment of missed meal and rest period compensation, and payment of minimum wage and overtime compensation.

Claimant seeks to recover the unpaid compensation for all hours worked as defined by the Labor Code and the applicable Industrial Welfare Commission wage order. California law requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay. *See, e.g.,* Lab. Code §§ 510, 1194; Cal. Code Regs., tit. 8, § 11090, *et seq.* In addition, hours worked over 12 in a day or hours over 8 worked on the 7th consecutive day in a week are paid at 2 times an employee's regular rate of pay.

California law also requires that an employer provide an employee who works more than five hours a meal break that is no less than 30 minutes in duration. 8 CCR 11090(11)(A). Unless an employee is relieved of all duty during the 30-minute meal period, the meal period is considered an on-duty meal period and counted as time worked. However, an on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-the-job paid meal period. *Id.* If an employer fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation. 8 CCR 11090(11)(D).

Additionally, California law mandates that an employer must “authorize and permit” an employee to take a duty-free rest period not less than 10 minutes in duration for every four hours of work. 8 CCR 11090(12)(A). Violation of the rest break provisions requires the employer pay the employee one hour of pay for each workday a rest period was not provided. 8 CCR 11090(12)(B). Lastly, in California, the employer is required to keep records of all hours worked. Labor Code § 1174(d).

Furthermore, Labor Code section 2802(a) provides that an employer must reimburse employees for all necessary expenditures that the employee incurs in discharging his or her duties. There is a “strong public policy” in favor of indemnifying employees for expenses incurred in the course and scope of their employment. *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937, 952 (2008); *See also Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 572 (2007); *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014). Under Labor Code § 2802, therefore, employers like Republic cannot shift the cost of doing business and make Mr. Rodriguez and other Aggrieved Truck Drivers pay for the costs of doing business. “Necessary” in the context of expense reimbursement means reasonable under the circumstances; it does not

mean, as it sometimes does in lay speech, inevitable. *See Gattuso, supra*, 42 Cal. 4th at 568. While California employers are required to reimburse a reasonable amount for expenses, our investigation has uncovered that minimal to no reimbursement whatsoever is tendered to Mr. Rodriguez and other Aggrieved Truck Drivers for their cell phone and car usage. Therefore, because Aggrieved Employees, including Mr. Rodriguez, incurred necessary business expenses in the scope of their employment but were not reimbursed, Republic owes civil penalties under Labor Code section 2802(a).

The other alleged violations, including inaccurate wage statements and waiting time penalties, are largely derivative of the claims for failure to pay for all hours worked and failure to provide meal and rest periods. With respect to the inaccurate wage statements, Republic incorrectly lists an unknown entity on Mr. Rodriguez's wage statements. On the wage statements Republic lists "Republic Waste Services of Southern" as the employer however, our investigation has revealed that no such entity by the name "Republic Waste Services of Southern" is listed on the California Secretary of State website. Moreover, the address provided on the wage statement of Mr. Rodriguez does not match the "address of the legal entity that is the employer" as mandated by Labor Code Section 226(a)(8). With respect to waiting time penalties, Republic failed to fully compensate former Aggrieved Truck Drivers in a timely manner when their employment ended, in violation of Labor Code Section 201 et. seq.

Accordingly, we believe that Republic has violated, and continues to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 246, 450, 510, 511, 512, 551, 552, 558, 1194-1197.1, 1198, 2802, and 2698, *et seq.*, as well as the relevant IWC orders and regulations, and that Claimant and other similarly situated Truck Drivers are entitled to all statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

We respectfully request that the Labor Workforce Development Agency notify this office within thirty (60) days if it wishes to investigate this matter further. If Republic wishes to resolve these claims without resorting to protracted litigation, please contact the undersigned forthwith to discuss this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your immediate attention to this matter.

Very truly yours,



Michael H. Boyamian

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