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David W. Slayton,
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Attorneys for Plaintiff Clevia Paulino

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CLEVIA PAULINO, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

PACIFIC PREMIER BANK, a
California corporation; PACIFIC
PREMIER BANCORP, INC., a
Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: **23STCV12288**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Clevia Paulino, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on March 22, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Clevia Paulino is a resident of Los Angeles, in Los Angeles County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately April 2022 to January 2023. Plaintiff worked as a Deposit Processing
13 Specialist for Defendants at their branch location in Los Angeles, California. Plaintiff
14 typically worked eight (8) to nine (9) hours or more per day and five (5) or more days per
15 week. At the time Plaintiff’s employment with Defendants ended, she was compensated
16 \$22.75 per hour. Plaintiff’s job duties included, without limitation, verifying deposits and
17 documentation, completing operational reports for retail branches, processing stop payments,
18 and printing and mailing out interest checks.

19 7. On information and belief, Defendants required some employees, including
20 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
21 employment. On further information and belief, Defendants’ arbitration agreement was and is
22 both procedurally and substantively unconscionable. Specifically, Defendants presented
23 employees with an “Mutual Arbitration Agreement” (“Arbitration Agreement”) which had to
24 be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was
25 one of several documents presented to employees for signature during the orientation process,
26 including California Meal Period Waiver – 1st & 2nd Meal, COVID-19 Prevention Program
27 (CPP), Privacy Notice to California Employees, and Emergency Contacts and Beneficiaries
28 Regarding the Collection of Personal Information. Also, employees did not have a

1 meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was
2 provided to Defendants' employees for them to sign on a take-it or leave-it basis, along with
3 other onboarding documents. Further, Defendants did not set forth in the agreement or
4 otherwise provide employees with the rules which will govern the arbitration, instead forcing
5 employees to seek this information out on their own ("[T]he arbitrator selected by the parties
6 shall administer the arbitration according to the Employment Arbitration Rules (or successor
7 rules) of the Judicial Arbitration and Mediation Services ("JAMS"), which can be requested
8 from the Company or found at <http://www.jamsadr.com/rules-employment-arbitration>. . . .")

9 8. PACIFIC PREMIER BANK was and is, upon information and belief, a
10 California corporation, and at all times hereinafter mentioned, an employer whose employees
11 are engaged throughout this county, the State of California.

12 9. PACIFIC PREMIER BANCORP, INC. was and is, upon information and
13 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
14 employees are engaged throughout this county, the State of California.

15 10. Plaintiff is unaware of the true names or capacities of the Defendants sued
16 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
17 amend the complaint and serve such fictitiously named Defendants once their names and
18 capacities become known.

19 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
20 were the partners, agents, owners, or managers of PACIFIC PREMIER BANK and PACIFIC
21 PREMIER BANCORP, INC., at all relevant times.

22 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
23 acts and omissions alleged herein was performed by, or is attributable to, PACIFIC PREMIER
24 BANK; PACIFIC PREMIER BANCORP, INC.; and/or DOES 1 through 10 (collectively,
25 "Defendants" or "PACIFIC"), each acting as the agent, employee, alter ego, and/or joint
26 venturer of, or working in concert with, each of the other co-Defendants and was acting within
27 the course and scope of such agency, employment, joint venture, or concerted activity with
28 legal authority to act on the others' behalf. The acts of any and all Defendants were in

1 accordance with, and represent, the official policy of Defendants.

2 13. At all relevant times, Defendants, and each of them, ratified each and every act
3 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
4 and abetted the acts and omissions of each and all the other Defendants in proximately causing
5 the damages herein alleged.

6 14. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
8 omissions, occurrences, and transactions alleged herein.

9 15. Under California law, Defendants are jointly and severally liable as employers
10 for the violations alleged herein because they have each exercised sufficient control over the
11 wages, hours, working conditions, and employment status of Plaintiff and other non-party
12 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
13 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
14 of employment, determined their rate of pay, and maintained their employment records.
15 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
16 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
17 common-law employment relationship. As joint employers of Plaintiff and other non-party
18 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
19 available to Plaintiff and other non-party Aggrieved Employees under the law.

20 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
21 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
22 non-party Aggrieved Employees because Defendants have:

- 23 (a) jointly exercised meaningful control over the work performed by
24 Plaintiff and other non-party Aggrieved Employees;
25 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
26 Aggrieved Employees’ wages, hours, and working conditions, including
27 the quantity, quality standards, speed, scheduling, and operative details
28 of the tasks performed by Plaintiff and other non-party Aggrieved

Employees;

- (c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who shared the power to set the wages of Plaintiff and other non-party Aggrieved Employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

18. Defendants PACIFIC PREMIER BANK; PACIFIC PREMIER BANCORP, INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

19. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name PACIFIC.

20. Plaintiff further alleges, upon information and belief, that the Defendants PACIFIC PREMIER BANK and PACIFIC PREMIER BANCORP, INC. are alter egos of each other for the following reasons:

- (a) According to PACIFIC PREMIER BANCORP, INC.'s SEC Form 10-K filing for 2022¹, PACIFIC PREMIER BANK is a wholly-owned subsidiary of PACIFIC PREMIER BANCORP, INC.;
- (b) On the California Secretary of State's website

¹ 2022 Annual Report (including Form 10-K) 04/10/2023, "SEC Filings | Annual Reports" <https://investors.ppbi.com/sec-filings/annual-reports/default.aspx> (last accessed May 22, 2023).

(<https://bizfileonline.sos.ca.gov/>), PACIFIC PREMIER BANK and PACIFIC PREMIER BANCORP, INC. have the same principal address and mailing address, “17901 Von Karman Ave, Suite 1200, Irvine, CA 92614”;

(c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, PACIFIC PREMIER BANK and PACIFIC PREMIER BANCORP, INC. share the same officers and/or directors, including, but not limited to, Steven Gardner, Steven Arnold, and Ronald Nicolas, who serve as Chief Executive Officer, Secretary, and Chief Financial Officer, respectively;

(d) According to the California Secretary of State’s website, PACIFIC PREMIER BANK and PACIFIC PREMIER BANCORP, INC. share the same agent for service of process, CT CORPORATION SYSTEM; and

(e) On information and belief, PACIFIC PREMIER BANK and PACIFIC PREMIER BANCORP, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

21. Defendants offer a full array of deposit and loan products, and services for commercial businesses, nonprofit organizations, and consumers across approximately 44 branch locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Irvine, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

22. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies.

1 Upon information and belief, the usage of standardized documents and/or written policies,
2 including new-hire documents, indicate that Defendants dictated policies at the corporate level
3 and implemented them company-wide, regardless of their employees' assigned locations or
4 positions. Upon information and belief, Defendants set forth uniform policies and procedures
5 in several documents provided at an employee's time of hire.

6 23. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their corporate headquarters in Irvine, California, which processes payroll for
8 all non-exempt, hourly paid employees working for Defendants at their various locations in
9 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
10 information and belief, Defendants issue the same formatted wage statements to all non-
11 exempt, hourly paid employees in California, irrespective of their work locations. Upon
12 information and belief, Defendants process payroll for departing employees in the same
13 manner throughout the State of California, regardless of the manner in which each employee's
14 employment ends.

15 24. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
22 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
23 were not recorded.

24 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 receive certain wages for overtime compensation and that they were not receiving certain
27 wages for overtime compensation.

28 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that other non-party Aggrieved Employees were entitled to be paid at a
2 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
3 period premiums, that included as eligible income all remuneration required by law, including
4 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
5 other forms of compensation, but failed to include all forms of remuneration in calculating the
6 regular rate of pay for other non-party Aggrieved Employees.

7 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 receive at least minimum wages for compensation and that they were not receiving at least
10 minimum wages for work that was required to be done off-the-clock. In violation of the
11 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
12 least minimum wages for work done off-the-clock.

13 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
16 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
17 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
18 other non-party Aggrieved Employees were not provided with all meal periods or payment of
19 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
20 uninterrupted, thirty (30) minute meal period.

21 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
24 payment of one (1) additional hour of pay at their regular rates of pay when they were not
25 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
26 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
27 provided payment of one (1) additional hour of pay at their regular rates of pay when they
28 were not authorized and permitted to take a compliant rest period.

1 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 receive complete and accurate wage statements in accordance with California law. In
4 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
5 were not provided complete and accurate wage statements.

6 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that they had a duty to maintain accurate and complete payroll records in
8 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
9 and intentionally failed to do so.

10 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 timely payment of wages during their employment. In violation of the California Labor Code,
13 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
14 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
15 premiums, within permissible time periods.

16 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 timely payment of all wages earned upon termination of employment. In violation of the
19 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
20 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
21 and/or meal and rest period premiums, within permissible time periods.

22 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 receive reimbursement for all business-related expenses and costs they incurred during the
25 course and scope of their employment and that they did not receive reimbursement of
26 applicable business-related expenses and costs incurred.

27 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
2 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
3 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
4 that they were properly denied wages, all in order to increase Defendants' profits.

5 38. At all times herein set forth, PAGA provides that any provision of law under
6 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
7 assessed and collected by the LWDA for violations of the California Labor Code and
8 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
9 civil action brought on behalf of themselves and other current or former employees pursuant
10 to procedures outlined in California Labor Code section 2699.3.

11 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
12 person who was employed by the alleged violator and against whom one or more of the
13 alleged violations was committed."

14 40. Plaintiff and other current and former employees of Defendants are "aggrieved
15 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
16 or former employees and one or more of the alleged violations were committed against them.

17 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
18 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
19 following requirements have been met:

- 20 (a) The aggrieved employee shall give written notice by online filing
21 (hereinafter "Employee's Notice") to the LWDA and by certified mail
22 to the employer of the specific provisions of the California Labor Code
23 alleged to have been violated, including the facts and theories to support
24 the alleged violations.
- 25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(a) and any employer response to that notice shall be
27 accompanied by a filing fee of seventy-five dollars (\$75).
- 28 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the

1 employer and the aggrieved employee by certified mail that it does not
2 intend to investigate the alleged violation within sixty (60) calendar
3 days of the postmark date of the Employee's Notice. Upon receipt of
4 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
5 five (65) calendar days of the postmark date of the Employee's Notice,
6 the aggrieved employee may commence a civil action pursuant to
7 California Labor Code section 2699 to recover civil penalties in addition
8 to any other penalties to which the employee may be entitled.

9 42. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
10 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
11 provision other than those listed in Section 2699.5 after the following requirements have been
12 met:

- 13 (a) The aggrieved employee or representative shall give written notice by
14 online filing to the LWDA and by certified mail to the employer of the
15 specific provisions of the California Labor Code alleged to have been
16 violated (other than those listed in Section 2699.5), including the facts
17 and theories to support the alleged violation.
- 18 (b) An aggrieved employee's notice filed with the LWDA pursuant to
19 2699.3(c) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).
- 21 (c) The employer may cure the alleged violation within thirty-three (33)
22 calendar days of the postmark date of the notice. The employer shall
23 give written notice by certified mail within that period of time to the
24 aggrieved employee or representative and the agency if the alleged
25 violation is cured, including a description of actions taken, and no civil
26 action pursuant to Section 2699 may commence. If the alleged violation
27 is not cured within the 33-day period, the employee may commence a
28 civil action pursuant to Section 2699.

1 43. On March 22, 2023, Plaintiff provided written notice by online filing to the
2 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
3 Code alleged to have been violated, including facts and theories to support the alleged
4 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
5 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
6 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
7 Plaintiff PAGA Case Number LWDA-CM-943786-23. A true and correct copy of Plaintiff's
8 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

9 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
10 sent the written notice described above, and the LWDA has not responded that it intends to
11 investigate Plaintiff's claims, and Defendants have not cured the violations.

12 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
13 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
14 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
15 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

16 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
17 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial Welfare
19 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
20 dollars (\$50) for each underpaid employee for each pay period for which the employee was
21 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
23 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
24 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
25 as a private attorney general, seeks assessment and collection of civil penalties under Labor
26 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
27 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
28 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private

1 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
2 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
3 applicable IWC Wage Order.

4 47. Defendants, at all times relevant to this complaint, were employers or persons
5 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
6 Employees' rights by violating various sections of the California Labor Code as set forth
7 above.

8 48. As set forth below, Defendants have violated numerous provisions of both the
9 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
10 Order.

11 49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
12 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
13 private attorney general, seeks assessment and collection of civil penalties for herself, all other
14 non-party Aggrieved Employees, and the State of California against Defendants for violations
15 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
16 1182.12, 1194, 1197, 1198, and 2802.

17 **FIRST CAUSE OF ACTION**

18 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

19 **(Against all Defendants)**

20 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 51. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
23 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
24 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
25 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
26 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
27 Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

28 52. Defendants' conduct, as alleged herein, violates numerous sections of the

1 California Labor Code, including, but not limited to, the following:

- 2 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
3 Wage Order for Defendants' failure to compensate Plaintiff and other
4 non-party Aggrieved Employees with all required overtime pay, as set
5 forth below;
- 6 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
7 applicable IWC Wage Order for Defendants' failure to include all forms
8 of remuneration in the regular rate of pay as required by law for
9 purposes of paying overtime wages and/or meal and rest period
10 premiums to other non-party Aggrieved Employees, as set forth below;
- 11 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
12 the applicable IWC Wage Order for Defendants' failure to compensate
13 Plaintiff and other non-party Aggrieved Employees with at least
14 minimum wages for all hours worked, as set forth below;
- 15 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
16 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
17 and other non-party Aggrieved Employees with meal periods, as set
18 forth below;
- 19 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
20 applicable IWC Wage Order for Defendants' failure to authorize and
21 permit Plaintiff and other non-party Aggrieved Employees to take rest
22 periods, as set forth below;
- 23 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
24 IWC Wage Order for failure to provide accurate and complete wage
25 statements to Plaintiff and other non-party Aggrieved Employees, as set
26 forth below;
- 27 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
28 IWC Wage Order for failure to maintain payroll records, as set forth

below;

- (h) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code section 201 and 202 for failure to pay all earned wages upon termination, as set forth below; and
- (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

53. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

54. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

55. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

56. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on

1 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

2 57. California Labor Code section 510 codifies the right to overtime compensation
3 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
4 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
5 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
6 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
7 in a day on the seventh (7th) day of work.

8 58. During the relevant time period, Defendants willfully failed to pay all overtime
9 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
10 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
11 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
12 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
13 not recorded.

14 59. First, during the relevant period, Defendants had a company-wide policy and/or
15 practice of discouraging and impeding Plaintiff and other non-party Aggrieved Employees
16 from recording hours worked that were outside of their scheduled shifts in order to limit the
17 amount of overtime employees could accrue. On information and belief, this policy of
18 limiting overtime, coupled with Defendants' assignment of heavy workloads and strict
19 deadlines (*see infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-
20 clock outside of their scheduled shift times in order to complete their assigned tasks. Because
21 Defendants discouraged overtime accrual by, among other things, requiring employees to
22 obtain express permission from Defendants' supervisors for overtime hours, Plaintiff and
23 other non-party Aggrieved Employees were required to complete assigned tasks outside of
24 their scheduled shifts without being compensated for the time they worked.

25 60. For instance, Defendants had a practice of requiring employees to complete
26 assigned duties after clocking out but did not permit them to remain on the clock to record this
27 time spent working. For example, Plaintiff and other non-party Aggrieved Employees were
28 instructed to drop off mail at the mailboxes in the building after clocking out for the day.

1 Plaintiff spent approximately 10-15 minutes completing this task 3-4 times per week.

2 61. Additionally, Defendants required Plaintiff and other non-party Aggrieved
3 Employees to complete orientation and/or training sessions at Defendants' other branch
4 locations but did not compensate them for their travel time. For example, several weeks into
5 her employment, Plaintiff spent approximately two (2) hours traveling to and from Santa Ana,
6 California, to attend a mandatory orientation session, but was not paid for this travel time.
7 This off-the-clock work could have been recorded by Defendants, but they refused to do so to
8 avoid payment of additional wages to Plaintiff and other non-party Aggrieved Employees.

9 62. Second, Defendants had, and continue to have, a company-wide policy and/or
10 practice of understaffing their locations while assigning heavy workloads and enforcing strict
11 deadlines, which resulted in a failure to provide Plaintiff and other non-party Aggrieved
12 Employees with adequate meal period coverage. On information and belief, Defendants also
13 failed to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
14 Employees to not be relieved of their duties for compliant meal periods. As a result, Plaintiff
15 and other non-party Aggrieved Employees were not afforded uninterrupted thirty (30) minute
16 meal periods during shifts in which they were entitled to receive meal periods. For example,
17 Plaintiff would be required to gather and consolidate deposit data from about 30-40 of
18 Defendants' branch locations and submit a report by 3:00 p.m. daily, which caused her to
19 work through her meal periods due to the heavy workload, understaffing, and lack of coverage
20 available. Thus, Plaintiff and other non-party Aggrieved Employees worked through meal
21 periods and/or had meal periods cut short or interrupted in order to handle their workloads.
22 Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for the
23 time they spent working off the clock during meal periods.

24 63. Further, on information and belief, because Defendants frowned upon
25 employees accruing meal period penalties, Defendants expected Plaintiff and other non-party
26 Aggrieved Employees to clock out for meal periods to reflect compliant meal periods, even
27 when they did not receive a compliant meal period, in order to strictly limit meal penalties that
28 Defendants would otherwise owe. Thus, Plaintiff and other non-party Aggrieved Employees

1 performed work during meal periods for which they were not paid.

2 64. In addition, Defendants' company-wide timekeeping system prevented Plaintiff
3 and other non-party Aggrieved Employees from recording all hours worked when their meal
4 periods were shortened or interrupted, because the system prevented employees from clocking
5 back in from a meal period until 30 minutes elapsed. Thus, Defendants' timekeeping system
6 further prevented Plaintiff and other non-party Aggrieved Employees from recording all hours
7 worked when meal periods were shortened or interrupted.

8 65. Defendants knew or should have known that as a result of these company-wide
9 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
10 their assigned duties off-the-clock before and after their shifts and during meal periods, and
11 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
12 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or
13 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
14 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
15 overtime wages for all of the overtime hours they actually worked.

16 66. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
17 correct overtime rate for the recorded overtime hours that they generated. In addition to an
18 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
19 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
20 California Labor Code, Defendants failed to incorporate all compensation, including incentive
21 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
22 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
23 times when other non-party Aggrieved Employees worked overtime and received these other
24 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
25 than required.

26 67. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 the balance of overtime compensation as required by California law, violates the provisions of
28 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY MINIMUM WAGES**

4 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

5 68. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
6 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
7 to be paid to employees, and the payment of a wage less than the minimum so fixed is
8 unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the time
9 during which an employee is subject to the control of an employer, and includes all the time
10 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code
11 Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

12 69. As stated, during the relevant time period, due to Defendants’ restrictions on
13 overtime accrual, Defendants systematically failed to pay Plaintiff and other non-party
14 Aggrieved Employees for actual hours worked before and after scheduled shifts, because these
15 hours were not appropriately recorded. Plaintiff and other non-party Aggrieved Employees
16 were required to complete various tasks off-the-clock, before and after their scheduled shifts,
17 such as making mail drops and traveling to mandatory orientation and/or training sessions.

18 70. Additionally, as set forth above, due to Defendants’ uniform practices of
19 understaffing their locations, assignment of heavy workloads and enforcement of strict
20 deadlines, failure to schedule meal periods, and subsequent lack of meal period coverage,
21 Plaintiff and other non-party Aggrieved Employees were impeded from taking all
22 uninterrupted meal periods to which they were entitled and were required to work off-the-
23 clock. Further, to limit the meal penalties that Defendants would otherwise owe, Defendants
24 expected Plaintiff and other non-party Aggrieved Employees to clock out for meal periods to
25 reflect compliant meal periods, but required them to continue working, time for which they
26 were not paid. Moreover, as stated, Defendants systematically failed to pay Plaintiff and other
27 non-party Aggrieved Employees for actual hours worked during unpaid meal periods, because
28 Defendants’ timekeeping system locked out Plaintiff and other non-party Aggrieved

1 Employees for 30 minutes when they clocked out for a meal period.

2 71. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
3 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
4 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
5 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
6 1194, 1197, and 1198.

7 72. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
8 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
9 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

11 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
12 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

13 73. At all relevant times herein set forth, the applicable IWC Wage Order and
14 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
15 non-party Aggrieved Employees' employment by Defendants.

16 74. At all relevant times herein set forth, California Labor Code section 512(a)
17 provides that an employer may not require, cause, or permit an employee to work for a period
18 of more than five (5) hours per day without providing the employee with a meal period of not
19 less than thirty (30) minutes, except that if the total work period per day of the employee is
20 not more than six (6) hours, the meal period may be waived by mutual consent of both the
21 employer and the employee. Under California law, first meal periods must start after no more
22 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

23 75. At all relevant times herein set forth, California Labor Code sections 226.7,
24 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
25 meal period mandated by an applicable order of the IWC.

26 76. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
27 and the applicable IWC Wage Order also require employers to provide a second meal period
28 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay

1 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
2 total hours worked is no more than twelve (12) hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not
4 waived.

5 77. First, as stated, Defendants had, and continue to have, company-wide policies
6 and/or practices of understaffing locations, which, combined with the practice of assigning
7 heavy workloads and strict deadlines, discouraging employees from incurring overtime, and
8 failing to schedule meal periods, resulted in a lack of meal period coverage and prevented
9 Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal
10 periods to which they were entitled. As a result, Plaintiff and other non-party Aggrieved
11 Employees were forced to work in excess of five (5) hours before taking a meal period, and, at
12 times, had their meal periods interrupted and/or had to forgo their meal periods altogether.
13 For example, as stated, on regular basis, Plaintiff was required to work through all or part of
14 her meal periods in order to compile and submit deposit data reports by a 3:00 p.m. deadline.

15 78. Second, as stated, Defendants' company-wide timekeeping system prevented
16 Plaintiff and other non-party Aggrieved Employees from recording when their meal periods
17 were shortened or interrupted, because the system locked out Plaintiff and other non-party
18 Aggrieved Employees once they clocked out for a meal period and would not permit them to
19 clock back in from a meal period before 30 minutes elapsed. For example, Plaintiff was
20 unable to record when her meal periods were interrupted or cut short due to the heavy
21 workload and lack of coverage.

22 79. Moreover, on information and belief, because Defendants frowned upon
23 employees accruing meal period penalties, Defendants' management expected Plaintiff and
24 other non-party Aggrieved Employees to clock out for meal periods to reflect compliant meal
25 periods, even when they did not receive a compliant meal period, in order to strictly limit meal
26 penalties that Defendants would otherwise owe.

27 80. Third, Defendants did not provide Plaintiff and other non-party Aggrieved
28 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)

1 hours in one day. During her employment, Plaintiff worked shifts in excess of ten (10) or
2 more hours per day but was not provided a second 30-minute meal period. Plaintiff and other
3 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
4 entitled to meal periods and were not relieved of all duties.

5 81. Moreover, Defendants had a company-wide policy of requiring all newly hired
6 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
7 the position that non-exempt, hourly paid employees had waived their rights to first and/or
8 second meal periods for the entirety of their employment and, on that basis, did not provide
9 them with all meal periods to which they were entitled. Furthermore, Defendants' meal
10 period waiver form requires employees to provide written notice should they wish to revoke
11 the waiver. Defendants' presumption that meal periods would not be provided for shifts in
12 excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but
13 less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of
14 hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded
15 Plaintiff and other non-party Aggrieved Employees from taking all meal periods to which they
16 were entitled.

17 82. Furthermore, an employer's obligation to provide a meal period is only
18 "triggered" when the employer "employs an employee for a work period of more than five
19 hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits
20 anyone to work for a full five hours, its meal break obligation is triggered.").

21 [A]fter the meal break obligation is triggered . . . an employer is put to a
22 choice: it must (1) afford an off-duty meal period; (2) consent to a
23 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
24 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

25 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
26 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
27 simultaneously at or near their time of hire (as opposed to on a specific work day) renders
28 them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other

1 non-party Aggrieved Employees with meal periods did not arise until they had employed them
2 for a full five (5) hours.

3 83. Defendants knew or should have known that as a result of their company-wide
4 policies and/or practices, Plaintiff and other non-party Aggrieved Employees were not
5 actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further
6 knew or should have known that they did not pay Plaintiff and other non-party Aggrieved
7 Employees meal period premiums when meal periods were missed, late, shortened, and/or
8 interrupted.

9 84. Furthermore, Defendants engaged in a company-wide practice and/or policy of
10 not paying all meal period premiums owed when compliant meal periods are not provided.
11 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
12 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
13 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
14 missed, late, interrupted and shortened meal periods, Defendants did not pay other non-party
15 Aggrieved Employees at the correct rate of pay for premiums because Defendants
16 systematically failed to include all forms of compensation, such as incentive pay,
17 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

18 85. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
19 Employees with compliant meal periods and failed to pay the full meal period premiums due.
20 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
21 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
22 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
23 2699(a), (f), and (g).

24 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

25 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

26 86. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
28 non-party Aggrieved Employees' employment by Defendants.

1 87. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 88. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest
10 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
11 employer must “relinquish any control over how employees spend their break time, and
12 relieve their employees of all duties—including the obligation that an employee remain on
13 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
14 *Inc.*, 2 Cal. 5th 257, 273 (2016).

15 89. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
17 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
18 required rest period was not authorized and permitted.

19 90. During the relevant time period, Defendants regularly failed to authorize and
20 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
21 period per each four (4) hour period worked or major fraction thereof. Defendants maintained
22 and implemented, on a company-wide basis, a non-compliant written rest period policy that
23 prevented Plaintiff and other non-party Aggrieved Employees from taking compliant rest
24 periods. Defendants’ non-compliant policy fails to correctly state the timing of when rest
25 periods must occur. The policy states, in relevant part: “Employees are entitled to one 10-
26 minute paid rest break every 4 hours.” However, under California law, an employee is
27 entitled to rest periods for every four (4) hours worked or major fraction thereof. Thus,
28 Defendants’ written rest period policy is non-compliant on its face, as it fails to authorize and

1 permit employees to take a first rest period for shifts between 3.5 and 6 hours, a second rest
2 period for shifts between 6 and 10 hours, a third rest period for shifts between 10 and 14
3 hours, and so on.

4 91. Additionally, as with meal periods, Defendants' company-wide practices of
5 understaffing and enforcement of strict deadlines, resulted in a lack of rest period coverage
6 and prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all
7 duty to take rest periods. Moreover, Defendants also failed to schedule rest periods, which,
8 coupled with Defendants' failure to provide adequate rest period coverage, further led to
9 Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take
10 rest periods.

11 92. Furthermore, upon information and belief, Defendants maintained and
12 implemented a company-wide on-premises rest period policy, which effectively required that
13 Plaintiff and other non-party Aggrieved Employees remain on the premises during their rest
14 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
15 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
16 periods freely for their own purposes, such as running personal errands. Thus, Defendants
17 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
18 rest periods.

19 93. As a result of Defendants' practices and policies, Plaintiff and other non-party
20 Aggrieved Employees worked shifts in excess of 3.5 hours and in excess of 6 hours without
21 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
22 throughout her employment, Plaintiff had to forego her rest periods entirely due to heavy
23 workload, strict deadlines, and lack of coverage.

24 94. Defendants have also engaged in a systematic, company-wide practice and/or
25 policy of not paying rest period premiums owed when rest periods are not authorized and
26 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
27 Employees have not received premium pay for all missed rest periods. Alternatively, to the
28 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour

1 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
2 Employees at the correct rate of pay for premiums because Defendants failed to include all
3 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
4 of remuneration, in the regular rate of pay.

5 95. Accordingly, Defendants failed to authorize and permit all compliant rest
6 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the
7 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.
8 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
9 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

10 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

11 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

12 96. At all relevant times herein, California Labor Code section 226(a) provides that
13 every employer shall furnish each of his or her employees an accurate and complete itemized
14 wage statement in writing, including, but not limited to, the name and address of the legal
15 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
16 applicable rates of pay.

17 97. During the relevant time period, Defendants have knowingly and intentionally
18 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
19 inaccurate wage statements. For example, Defendants issued uniform wage statements to
20 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
21 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
22 the pay period, including rates of pay for overtime wages and/or meal and rest period
23 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,
24 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

25 98. First, because Defendants did not record the time Plaintiff and other non-party
26 Aggrieved Employees spent working off-the-clock and deducted time from their records for
27 meal periods that were interrupted and/or missed (and therefore time for which they should
28 have been paid), Defendants did not list the correct amount of gross wages and net wages

1 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
2 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
3 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
4 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
5 pay in effect during the pay period and the corresponding accurate number of hours worked at
6 each hourly rate, in violation of section 226(a)(9).

7 99. Second, because Defendants did not calculate other non-party Aggrieved
8 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal
9 and/or rest period premiums, Defendants did not list the correct amount of gross wages in
10 compliance with section 226(a)(1) and did not list the correct amount of net wages in violation
11 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in
12 effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and
13 rest period premiums, in violation of section 226(a)(9).

14 100. The wage statement deficiencies also include, among other things, failing to list
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
16 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
17 for which aggrieved employees were paid; failing to list the name of the employee and only
18 the last four digits of his or her social security number or an employee identification number
19 other than a social security number; failing to list the name and address of the legal entity that
20 is the employer; and/or failing to state all hours worked as a result of not recording or stating
21 the hours worked off-the-clock.

22 101. California Labor Code section 1174(d) provides that “[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500

1 civil penalty if they fail to maintain accurate and complete records as required by section
2 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
3 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
4 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
5 as a result of failing to record the off-the-clock hours that they worked.

6 102. California Labor Code section 1198 provides that the maximum hours of work
7 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
8 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
9 employment of any employees for longer hours than those fixed by the order or under
10 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
11 Wage Order, employers are required to keep accurate time records showing when the
12 employee begins and ends each work period and meal period. During the relevant time
13 period, Defendants engaged in company-wide practices and/or policies of failing to record
14 actual hours worked, and thereby failed, on a company-wide basis, to keep accurate records of
15 work period and meal period start and stop times for Plaintiff and other non-party Aggrieved
16 Employees, in violation of section 1198. Furthermore, in light of Defendants’ failure to
17 provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal
18 periods to which they were entitled, Defendants kept no records of meal start and end times
19 for second meal periods.

20 103. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
21 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
22 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

23 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

24 **VIOLATION OF LABOR CODE SECTION 204**

25 104. At all relevant times herein set forth, California Labor Code section 204
26 requires that all wages earned by any person in any employment between the 1st and the 15th
27 days, inclusive, of any calendar month, other than those wages due upon termination of an
28 employee, are due and payable between the 16th and the 26th day of the month during which

1 the labor was performed. Labor Code section 204 further provides that all wages earned by
2 any person in any employment between the 16th and the last day, inclusive, of any calendar
3 month, other than those wages due upon termination of an employee, are due and payable
4 between the 1st and the 10th day of the following month.

5 105. At all relevant times herein, California Labor Code section 204 also requires
6 that all wages earned for labor in excess of the normal work period shall be paid no later than
7 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
8 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
9 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
10 more than seven (7) calendar days following the close of the payroll period.

11 106. During the relevant time period, Defendants willfully failed to pay Plaintiff and
12 other non-party Aggrieved Employees all wages due to them, including, but not limited to,
13 overtime wages, minimum wages, and/or meal and rest period premiums, within any time
14 period specified by California Labor Code section 204.

15 107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
16 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

17 **FAILURE TO PAY WAGES UPON TERMINATION**

18 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

19 108. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
20 that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
22 her employment, his or her wages shall become due and payable not later than seventy-two
23 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
24 his or her intention to quit, in which case the employee is entitled to his or her wages at the
25 time of quitting.

26 109. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
27 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
28 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest

1 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
2 leaving Defendants' employ.

3 110. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
4 who are no longer employed by Defendants their wages earned and unpaid at the time of
5 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
6 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
7 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
8 2699(a), (f), and (g).

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **VIOLATION OF LABOR CODE SECTION 2802**

11 111. At all times herein set forth, California Labor Code section 2802 provides that
12 an employer must reimburse employees for all necessary expenditures and losses incurred by
13 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
14 to prevent employers from passing off their cost of doing business and operating expenses on
15 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
16 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen
17 tools or equipment are required by the employer or are necessary to the performance of a job,
18 such tools and equipment shall be provided and maintained by the employer, except that an
19 employee whose wages are at least two (2) times the minimum wage provided herein may be
20 required to provide and maintain hand tools and equipment customarily required by the trade
21 or craft."

22 112. During the relevant time period, Defendants, on a company-wide basis,
23 required Plaintiff and other non-party Aggrieved Employees to use their own personal
24 vehicles travel to different branch locations to attend orientation. For example, Plaintiff
25 traveled from downtown Los Angeles to Santa Ana to attend the orientation and then traveled
26 back to Los Angeles, which is approximately 60 miles roundtrip. Although Defendants
27 required Plaintiff and other non-party Aggrieved Employees to utilize their personal vehicles
28 to carry out their work-related responsibilities, Defendants failed to reimburse them for their

1 mileage or travel expenses.

2 113. Defendants could have provided Plaintiff and other non-party Aggrieved
3 Employees with the actual tools for use on the job, such as company vehicles, or could have
4 reimbursed employees for the costs of their travel expenses and mileage. Instead, Defendants
5 passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees.

6 114. Defendants' company-wide policy and/or practice of not reimbursing
7 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
8 and other non-party Aggrieved Employees violates California Labor Code section 2802.
9 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

11 **REQUEST FOR JURY TRIAL**

12 Plaintiff requests a trial by jury.

13 **PRAYER FOR RELIEF**

14 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
15 judgment against Defendants, jointly and severally, as follows:

16 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
17 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
18 amount.

19 **As to the First Cause of Action**

20 2. That the Court declare, adjudge and decree that Defendants violated the
21 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
22 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
23 (by failing to include all forms of remuneration in the regular rate of pay for purposes of
24 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
25 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
26 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
27 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
28 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned

wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); and 2802 (by failing to reimburse business expenses);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

5. For pre-judgment and post-judgment interest as provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 30, 2023

Respectfully submitted,

Capstone Law APC

By: 

Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Clevia Paulino

EXHIBIT “1”



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March 22, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Clevia Paulino v. Pacific Premier Bank, et al.*

Dear PAGA Administrator:

This office represents Clevia Paulino in connection with her claims under the California Labor Code. Ms. Paulino was an employee of PACIFIC PREMIER BANK and/or PACIFIC PREMIER BANCORP, INC. For the purpose of this letter, Ms. Paulino collectively refers to these entities as "PACIFIC."

The employers may be contacted directly at the addresses below:

PACIFIC PREMIER BANK
17901 VON KARMAN AVE STE 1200
IRVINE, CA 92614

PACIFIC PREMIER BANCORP, INC.
17901 VON KARMAN AVE STE 1200
IRVINE, CA 92614

Ms. Paulino intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Paulino seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PACIFIC in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PACIFIC employed Ms. Paulino as a non-exempt, hourly paid Deposit Processing Specialist from approximately April 2022 to January 2023. Ms. Paulino worked for PACIFIC at its Los Angeles branch. She typically worked eight (8) to nine (9) hours or more per day, and five (5) or more days per week. At the time Ms. Paulino's employment with PACIFIC ended, she earned \$22.75 per hour. Her primary job duties included, without limitation, verifying deposits and documentation, completing operational reports for retail branches, processing stop payments, and printing and mailing out interest checks.

PACIFIC has committed one or more of the following Labor Code violations against Ms. Paulino, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

PACIFIC’s Company-Wide and Uniform Payroll and HR Practices

PACIFIC PREMIER BANK and PACIFIC PREMIER BANCORP, INC. are a California corporation and a Delaware corporation, respectively. Together, they operate approximately 44 branch locations in California offering a full array of deposit and loan products, and services for commercial businesses, nonprofit organizations, and consumers. Upon information and belief, PACIFIC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Irvine, California, for all non-exempt, hourly paid employees working for PACIFIC in California, including Ms. Paulino and other aggrieved employees. At all relevant times, PACIFIC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Paulino and other aggrieved employees, regardless of their location or position.

Upon information and belief, PACIFIC maintains a centralized Payroll department at its corporate headquarters in Irvine, California, which processes payroll for all non-exempt, hourly paid employees working for PACIFIC in California, including Ms. Paulino and other aggrieved employees. Further, PACIFIC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Paulino and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PACIFIC utilized the same methods and formulas when calculating wages due to Ms. Paulino and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PACIFIC willfully failed to pay all overtime wages owed to Ms. Paulino and other aggrieved employees. During the relevant time period, Ms. Paulino and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

¹ These facts, theories, and claims are based on Ms. Paulino’s experience and counsel’s review of those records currently available relating to Ms. Paulino’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Paulino reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, PACIFIC had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Paulino and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with PACIFIC's assignment of heavy workloads and strict deadlines (*see infra*), led Ms. Paulino and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. Because PACIFIC discouraged overtime accrual by, among other things, requiring employees to obtain express permission from PACIFIC's supervisors for overtime hours, Ms. Paulino and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For instance, PACIFIC had a practice of requiring employees to complete assigned duties after clocking out but did not permit them to remain on the clock to record this time spent working. For example, Ms. Paulino and other aggrieved employees were instructed to drop off mail at the mailboxes in the building after clocking out for the day. Ms. Paulino spent approximately 10-15 minutes completing this task 3-4 times per week.

Additionally, PACIFIC required Ms. Paulino and other aggrieved employees to complete orientation and/or training sessions at PACIFIC's other branch locations but did not compensate them for their travel time. For example, several weeks into her employment, Ms. Paulino spent approximately two (2) hours traveling to and from Santa Ana, California, to attend a mandatory orientation session, but was not paid for this travel time. This off-the-clock work could have been recorded by PACIFIC, but it refused to do so to avoid payment of additional wages to Ms. Paulino and other aggrieved employees.

Second, PACIFIC had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads and enforcing strict deadlines, which resulted in a failure to provide Ms. Paulino and other aggrieved employees with adequate meal period coverage. On information and belief, PACIFIC also failed to schedule meal periods, which further caused Ms. Paulino and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Paulino and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Ms. Paulino would be required to gather and consolidate deposit data from about 30-40 PACIFIC branch locations and submit a report by 3:00 p.m. daily, which caused her to work through her meal periods due to the heavy workload, understaffing, and lack of coverage available. Thus, Ms. Paulino and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. PACIFIC did not compensate Ms. Paulino and other aggrieved employees for the time they spent working off the clock during meal periods.

Further, on information and belief, because PACIFIC frowned upon employees accruing meal period penalties, PACIFIC expected Ms. Paulino and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that PACIFIC would otherwise owe. Thus, Ms. Paulino and other aggrieved employees performed work during meal periods for which they were not paid.

In addition, PACIFIC's company-wide timekeeping system prevented Ms. Paulino and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Paulino and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, PACIFIC's timekeeping system further prevented Ms. Paulino and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

PACIFIC knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Paulino and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Paulino and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Paulino and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, PACIFIC did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PACIFIC paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PACIFIC failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, PACIFIC failed to pay all overtime wages by paying a lower overtime rate than required.

PACIFIC's failure to pay Ms. Paulino and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As stated, during the relevant time period, due to PACIFIC's restrictions on overtime accrual, PACIFIC systematically failed to pay Ms. Paulino and other aggrieved employees for actual hours worked before and after scheduled shifts, because these hours were not appropriately recorded. Ms. Paulino and other aggrieved employees were required to complete various tasks off-the-clock, before and after their scheduled shifts, such as making mail drops and traveling to mandatory orientation and/or training sessions.

Additionally, as set forth above, due to PACIFIC's uniform practices of understaffing its locations, assignment of heavy workloads and enforcement of strict deadlines, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Paulino and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, to limit the meal penalties that PACIFIC would otherwise owe, PACIFIC expected Ms. Paulino and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Moreover, as stated, PACIFIC systematically failed to pay Ms. Paulino and other aggrieved employees for actual hours worked during unpaid meal periods, because PACIFIC's timekeeping system locked out Ms. Paulino and other aggrieved employees for 30 minutes when they clocked out for a meal period.

Thus, PACIFIC did not pay minimum wages for all hours worked by Ms. Paulino and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PACIFIC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PACIFIC regularly failed to pay at least minimum wages to Ms. Paulino and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

First, as stated, PACIFIC had, and continues to have, company-wide policies and/or practices of understaffing its locations, which, combined with the practice of assigning heavy workloads and strict deadlines, discouraging employees from incurring overtime, and failing to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Paulino and other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, Ms. Paulino and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, and, at times, had their meal periods interrupted and/or had to forgo their meal periods

altogether. For example, as stated, on regular basis, Ms. Paulino was required to work through all or part of her meal periods in order to compile and submit deposit data reports by a 3:00 p.m. deadline.

Second, as stated, PACIFIC's company-wide timekeeping system prevented Ms. Paulino and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Paulino and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Ms. Paulino was unable to record when her meal periods were interrupted or cut short due to the heavy workload and lack of coverage.

Moreover, on information and belief, because PACIFIC frowned upon employees accruing meal period penalties, PACIFIC's management expected Ms. Paulino and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that PACIFIC would otherwise owe.

Third, PACIFIC did not provide Ms. Paulino and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Paulino worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Ms. Paulino and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, PACIFIC had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. PACIFIC took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, PACIFIC's meal period waiver form requires employees to provide written notice should they wish to revoke the waiver. PACIFIC's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Paulino and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That PACIFIC required Ms. Paulino and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable,

because PACIFIC's obligation to provide Ms. Paulino and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

PACIFIC knew or should have known that as a result of its policies, Ms. Paulino and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. PACIFIC further knew or should have known that it did not pay Ms. Paulino and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

PACIFIC also has engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Paulino and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that PACIFIC did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, PACIFIC did not pay other aggrieved employees at the correct rate of pay for premiums because PACIFIC systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PACIFIC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PACIFIC regularly failed to authorize and permit Ms. Paulino and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. PACIFIC maintained and implemented, on a company-wide basis, a non-compliant written rest period policy that prevented Ms. Paulino and other aggrieved employees from taking compliant rest periods. PACIFIC's non-compliant policy fails to correctly state the timing of when rest periods must occur. The policy states, in relevant part:

Rest Breaks

Employees are entitled to one 10-minute paid rest break every 4 hours.

However, under California law, an employee is entitled to rest periods for every four (4) hours worked or major fraction thereof. Thus, PACIFIC's written rest period policy is non-compliant on its face, as it fails to authorize and permit employees to take a first rest period for shifts between 3.5 and 6 hours, a second rest period for shifts between 6 and 10 hours, a third rest period for shifts between 10 and 14 hours, and so on.

Additionally, as with meal periods, PACIFIC's company-wide understaffing and assignment of heavy workloads and enforcement of strict deadlines, resulted in a lack of rest period coverage and prevented Ms. Paulino and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, PACIFIC also failed to schedule rest periods, which, coupled with PACIFIC's failure to provide adequate rest period coverage, further led to Ms. Paulino and other aggrieved employees not being authorized and permitted to take rest periods.

As a result of PACIFIC's practices and policies, Ms. Paulino and other aggrieved employees worked shifts in excess of 3.5 hours and in excess of 6 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Paulino had to forego her rest periods entirely due to heavy workload, strict deadlines, and lack of coverage.

PACIFIC also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Paulino and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PACIFIC did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PACIFIC did not pay other aggrieved employees at the correct rate of pay for premiums because PACIFIC failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PACIFIC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PACIFIC has not provided Ms. Paulino and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PACIFIC has knowingly and intentionally provided Ms. Paulino and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PACIFIC issued uniform wage statements to Ms. Paulino and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, PACIFIC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because PACIFIC did not record the time Ms. Paulino and other aggrieved employees spent working off-the-clock, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PACIFIC did not list the correct amount of gross wages and net wages earned by Ms. Paulino and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PACIFIC failed to accurately list the total number of the hours worked by Ms. Paulino and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because PACIFIC did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, PACIFIC did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). PACIFIC also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the correct name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PACIFIC willfully failed to maintain accurate payroll records for Ms. Paulino and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for

longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PACIFIC failed, on a company-wide basis, to keep accurate records of work period and meal period start and end times for Ms. Paulino and other aggrieved employees in violation of section 1198. Furthermore, in light of PACIFIC’s failure to provide Ms. Paulino and other aggrieved employees with second 30-minute meal periods to which they were entitled, PACIFIC kept no records of meal start and end times for second meal periods.

Because PACIFIC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Paulino and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Paulino and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PACIFIC failed to pay Ms. Paulino and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

PACIFIC willfully failed to pay Ms. Paulino and other aggrieved employees who are no longer employed by PACIFIC all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PACIFIC's employ.

Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, Ms. Paulino and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data, to carry out their job duties, but PACIFIC failed to reimburse them for the costs of their work-related mobile device expenses. For example, on three (3) different occasions when PACIFIC ordered Ms. Paulino to work from home, she used her personal cellular phone to converse with management and other branches regarding work related matters. Further, during the days Ms. Paulino worked from home, she used her personal internet access in order to perform her usual job duties. Although PACIFIC required Ms. Paulino and other aggrieved employees to utilize their personal mobile devices and/or mobile data and internet access to carry out their work-related responsibilities, PACIFIC failed to reimburse them for these costs.

Second, during the relevant time period, PACIFIC, on a company-wide basis, required that Ms. Paulino and other aggrieved employees use their own personal vehicles to travel to different branch locations to attend orientation. For example, Ms. Paulino traveled from downtown Los Angeles to Santa Ana to attend the orientation and then traveled back to Los Angeles, which is approximately 60 miles roundtrip. Although PACIFIC required Ms. Paulino and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, PACIFIC failed to reimburse them for their mileage or travel expenses.

PACIFIC could have provided Ms. Paulino and other aggrieved employees with the actual tools for use on the job, such as company mobile devices and company vehicles, or could have reimbursed employees for the costs of their mobile device usage, internet access, travel expenses, and mileage. Instead, PACIFIC passed these operating costs off onto Ms. Paulino and other aggrieved employees.

Thus, PACIFIC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code

section 2802. Ms. Paulino and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PACIFIC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Paulino's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Paulino seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Paulino, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against PACIFIC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Paulino seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Paulino's reasonable attempt to settle her dispute with PACIFIC prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform PACIFIC of Ms. Paulino's aforementioned grievances and the proposed remedies as detailed below, while affording PACIFIC a reasonable opportunity to satisfy Ms. Paulino's demands.

Demand is hereby made that PACIFIC shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. PACIFIC shall pay Ms. Paulino and all other aggrieved employees employed by PACIFIC at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. PACIFIC shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. PACIFIC shall conduct a survey or interview all current and former aggrieved employees in California who worked for PACIFIC in the past three years to obtain information from them

regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses, internet access, mileage or travel expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. PACIFIC shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. PACIFIC also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. PACIFIC shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for PACIFIC's benefit, including, but not limited to, costs of mobile device usage and data, internet access, travel expenses, and mileage, as required by Labor Code section 2802.
6. PACIFIC shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. PACIFIC shall provide Ms. Paulino and all aggrieved employees employed by PACIFIC at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. PACIFIC shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. PACIFIC shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 4-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: PACIFIC PREMIER BANK (via U.S. Certified Mail); PACIFIC PREMIER BANCORP, INC.
(via U.S. Certified Mail)

CERTIFIED MAIL

7022 2410 0000 2405 7798

PACIFIC PREMIER BANK
17901 VON KARMAN AVE
STE 1200
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete Items 1, 2, and 3 ☒ Print Your name and address on the reverse so that we can return the card to you.		A. Signature ☒ ☐ Agent ☐ Addressee	
PACIFIC PREMIER BANK 17901 VON KARMAN AVE STE 1200 IRVINE, CA 92614		B. Received by (Printed Name) _____ C. Date of Delivery _____	
D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
2. Article Number (Transfer from service label) 9590 9402 7690 2122 7174 64 7022 2410 0000 2405 7798		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Delivery	
☐ Priority Mail Express® ☐ Registered Mail Restricted ☐ Delivery Confirmation™ ☐ Signature Confirmation ☐ Restricted Delivery			
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PACIFIC PREMIER BANK
17901 VON KARMAN AVE
STE 1200
IRVINE, CA 92614

2022 2410 0000 2405 7798

PS Form 3800, April 2010 PSN 7530-02-000-9048

Address

CERTIFIED MAIL



7022 2410 0000 2405 7781

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Y
...the United States

I. Received by (Printed Name)	C. Date of Delivery

**PACIFIC PREMIER
BANCORP INC**

17901 VON KARMAN AVE

STE 1200

IRVINE, CA 92614

7. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

☐ No

ON 1

9590 9402 7690 2122 7174 71

9590 9402 7690 2122 7174 71

778.7 2405 2400 0T42 2202

2022 2410

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Plastic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

PACIFIC PREMIER
BANCORP, INC.
17901 VON KARMAN AVE
STE 1200
IRVINE, CA 92614



9590 9402 7690 2122 7174 71

2. Article Number (Transfer from service label)

7022 2410 0000 2405 7781

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Miguel Lopez*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

E. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
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Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

PACIFIC PREMIER BANK
17901 VON KARMAN AVE
STE 1200
IRVINE, CA 92614



9590 9402 7690 2122 7174 64

2. Article Number (Transfer from service label)

7022 2410 0000 2405 7798

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Miguel Lopez*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
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☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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