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March 13, 2023

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Xerox Corporation
201 Merritt 7
Norwalk, CT 06851

Defendant mailed certified # 70211970000187802717

Agent For Service of Process of Xerox Corporation
Becky DeGeorge
2710 Gateway Oaks Drive
Sacramento, CA

Agent mailed certified # 70211970000187802724

Re: ***Labor Code Violations of Xerox Corporation – Compliance Letter of California
Labor Code § 2698, the Private Attorneys General Act of 2004***

Dear LWDA:

This office represents Barry Cole, a former non-exempt California service technician employed by Xerox Corporation (“Defendant”). We write this letter in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees, including, but not limited to, service technicians (“Aggrieved Employees”).

Our client alleges Defendant required our client and other Aggrieved Employees to be on-call, under Defendant’s control, and without pay. Defendant required our client and Aggrieved Employees to be on standby/on-call and was only paid \$5.83 for each hour worked on-call—far below the California minimum wage. Furthermore, if they were not called into work, they were only paid their standby rate and if they were called into work, they were only paid for the time spent working, notwithstanding the fact they were subject to Defendant’s control during this standby/on-call time. An employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When our client and other Aggrieved Employees were on-call, they were under the control of Defendant and were required to be compensated for all hours worked. Defendant, however, failed to do so. This deprived our client and other Aggrieved Employees of significant hours worked and minimum and overtime wages due, and constitute violations of Labor Code §§ 510, 558, 1194, and 1194.2 and IWC Wage Order 4-2001. Defendant also fails to maintain records indicating the start and end

time of each on-call shift, including, but not limited to, our client's regularly scheduled shifts or standby/on-call time. This separately violates Labor Code §§ 1174, 1174.5, and 1198 and IWC Wage Order 4-2001.

Defendant failed to pay proper premium wages to our client and other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeds five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeds ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Our client and Aggrieved Employees were simply denied their entitled meal periods. Defendant also failed to record and start and stop time of meal periods. This violates Labor Code §§ 226.7, 512, 558, 1174, and 1174.5, and IWC Wage Order 4-2001.

Our client alleges that Defendant failed to pay proper premium wages to him and other Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute, off-duty rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client was simply denied and not authorized to take his legally entitled rest periods and was never paid premium wages for missed rest periods. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order No. 4-2001.

Defendant failed to fully reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, expenses incurred to operate their personal automobiles, such as gas, maintenance, and insurance. Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section.

Our client further alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. In addition, the wage statements issued to our client and Aggrieved Employees inaccurately state the total hours worked by improperly including duplicate hours worked at certain rates of pay and incorrectly set forth the overtime rate as the overtime premium and not the correct applicable rate

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of one and one-half times the regular rate of pay, in violation of Labor Code §§ 226(a)(2) and 226(a)(9), respectively.

Our client further alleges that Defendant failed to pay certain him and Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, certain ones were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees who have left their employment with Defendant.

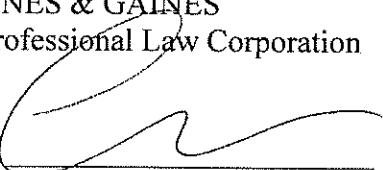
The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :


EVAN S. GAINES