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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JHONNATAN COPTO FLORES, 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.

NATIONAL CONSTRUCTION
RENTALS, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV418010

**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 Jhonnatan Copto Flores, as an aggrieved employee and on behalf of the State
2 of 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 April 14, 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 or employed persons
3 within the County of Santa Clara and have violated the requirements of the California Labor
4 Code and applicable IWC Wage Order in this county which give rise to the penalties sought in
5 this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements
6 of the California Labor Code and applicable IWC Wage Order in at least one (1) location
7 within the County of Santa Clara, including Defendants' facility located in San Jose (2040
8 South 7th Street, San Jose, California 95112). Pursuant to California Civil Code of Procedure
9 section 393, venue is proper for the recovery of a penalty imposed by statute in the county in
10 which the cause, or some part of the cause, arose. Because Defendants have employees in
11 Santa Clara County, and Plaintiff could bring an action filed under PAGA in any county in
12 which an aggrieved employee worked and Labor Code violations occurred, venue is proper.
13 *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th
14 1069 (2021).

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

19 THE PARTIES

20 6. Plaintiff Jhonnatan Copto Flores is a resident of Oakland, in Alameda County,
21 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
22 approximately January 2022 to October 2022. Plaintiff worked as a Customer Service
23 Representative for Defendants at their office location in San Leandro, California. Plaintiff
24 typically worked eight (8) hours or more per day, and five (5) days per week. At the time
25 Plaintiff's employment with Defendants ended, he was compensated approximately \$18.00
26 per hour. Plaintiff's job duties included, without limitation, answering customer phone calls;
27 preparing bids; processing credit applications; scheduling orders; and making outgoing sales
28 calls for commercial customers to rent on-site equipment for temporary fencing, portable

1 restrooms, and power solutions.

2 7. On information and belief, Defendants required some employees, including
3 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
4 employment. On further information and belief, Defendants' arbitration agreement was and is
5 both procedurally and substantively unconscionable. Specifically, Defendants presented
6 employees with a "Mutual Agreement to Arbitrate Claims" ("Arbitration Agreement") which
7 had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement
8 was one of several documents presented to employees for signature during the orientation
9 process, including Confidentiality Agreement; Driver Requirements and Acknowledgment;
10 Policy Against Harassment and Discrimination Acknowledgment Form; Attendance
11 Violations Policy Acknowledgment Form; Meal & Rest Break Acknowledgment Form; and
12 Meal Break Waiver Agreement. Also, employees did not have a meaningful opportunity to
13 negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants'
14 employees for them to sign on a take-it or leave-it basis, along with other onboarding
15 documents. Further, Defendants did not set forth in the agreement or otherwise provide
16 employees with the rules which will govern the arbitration, instead forcing employees to seek
17 this information out on their own ("The Rules are available at www.adr.org).

18 8. NATIONAL CONSTRUCTION RENTALS, INC. was and is, upon
19 information and belief, a California corporation, and at all times hereinafter mentioned, an
20 employer whose employees are engaged throughout this county, the State of California.

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

25 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
26 were the partners, agents, owners, or managers of NATIONAL CONSTRUCTION
27 RENTALS, INC., at all relevant times.

28 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein was performed by, or is attributable to, NATIONAL
2 CONSTRUCTION, INC. and/or DOES 1 through 10 (collectively, “Defendants” or
3 “NATIONAL”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
4 working in concert with, each of the other co-Defendants and was acting within the course and
5 scope of such agency, employment, joint venture, or concerted activity with legal authority to
6 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
7 represent, the official policy of Defendants.

8 12. At all relevant times, Defendants, and each of them, ratified each and every act
9 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
10 and abetted the acts and omissions of each and all the other Defendants in proximately causing
11 the damages herein alleged.

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

15 **PAGA REPRESENTATIVE ALLEGATIONS**

16 14. Defendants are the largest supplier of temporary fences, barricades, portable
17 toilets, restroom trailers, mobile storage containers, and temporary power in the United States,
18 and provides their services throughout California. Upon information and belief, Defendants
19 maintain a single, centralized Human Resources (HR) department at their corporate
20 headquarters in Mission Hills, California, for all non-exempt, hourly paid employees working
21 for Defendants in California, which is responsible for the recruiting and hiring of new
22 employees, and communicating and implementing Defendants’ company-wide policies,
23 including timekeeping policies and meal and rest period policies, to employees throughout
24 California.

25 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
26 information and belief, received the same standardized documents and/or written policies.
27 Upon information and belief, the usage of standardized documents and/or written policies,
28 including new-hire documents, indicate that Defendants dictated policies at the corporate level

1 and implemented them company-wide, regardless of their employees' assigned locations or
2 positions. Upon information and belief, Defendants set forth uniform policies and procedures
3 in several documents provided at an employee's time of hire.

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

13 17. Defendants continue to employ non-exempt or hourly paid employees in
14 California.

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

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

22 20. 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 certain wages for overtime compensation and that they were not receiving certain
25 wages for overtime compensation.

26 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and/or other non-party Aggrieved Employees were entitled
28 to be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or

1 meal and rest period premiums, that included as eligible income all remuneration required by
2 law, including but not limited to, all income derived from incentive pay, nondiscretionary
3 bonuses, commissions, and/or other forms of compensation, but failed to include all forms of
4 remuneration in calculating the regular rate of pay for Plaintiff and/or other non-party
5 Aggrieved Employees.

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

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

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

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

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive complete and accurate wage statements in accordance with California law. In
3 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
4 were not provided complete and accurate wage statements.

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

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

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

21 29. 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 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
24 all income derived from incentive pay, nondiscretionary bonuses, commissions, and/or other
25 forms of compensation, but failed to include all forms of remuneration in calculating the
26 regular rate of pay for sick leave pay.

27 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. On April 14, 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-948594-23. A true and correct copy of Plaintiff's
8 written notice to the LWDA and Defendants dated April 14, 2023, is attached hereto as
9 "Exhibit 1."

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

13 38. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
15 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
16 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

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

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

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

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

12 42. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
13 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
14 private attorney general, seeks assessment and collection of civil penalties for himself, all
15 other non-party Aggrieved Employees, and the State of California against Defendants for
16 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
17 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

18 **FIRST CAUSE OF ACTION**

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

20 **(Against all Defendants)**

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

23 44. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
24 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
25 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
26 510, 512(a), 1174(d), 1194, 1197, and 1198. Labor Code section 2699.3(c) permits aggrieved
27 employees, including Plaintiff, to recover civil penalties for violations of those Labor Code
28 sections not found in section 2699.5, including sections 246, 248.6, 516, and 1182.12.

1 45. Defendants' conduct, as alleged herein, violates numerous sections of the
2 California Labor Code, including, but not limited to, the following:

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

- (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable 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 246 and 248.6 for failure to properly calculate the sick leave paid to Plaintiff and other non-party Aggrieved Employees, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

46. 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.”

47. 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.

48. 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.

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

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

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

52. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-party Aggrieved Employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, Defendants' management informed Plaintiff that Defendants' policy and/or practice is to limit the amount of overtime employees could accrue on a daily basis to 30 minutes, and any hours worked outside of that would not be paid. On information and belief, this policy of limiting overtime, coupled with Defendants' assignment of heavy workloads (*see infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks.

53. For instance, Defendants 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, at least twice per week, after having already clocked

1 out from his shift, Plaintiff's managers required him to continue working before he could
2 leave for the day, completing tasks such as taking customer phone calls and processing
3 customer orders, which could take up to 20 minutes per instance. This off-the-clock work
4 could have been recorded by Defendants, but they refused to do so to avoid payment of
5 additional wages to Plaintiff and other non-party Aggrieved Employees.

6 54. Second, during the relevant time period, Defendants had, and continue to have,
7 a company-wide policy and/or practice of understaffing their locations while assigning heavy
8 workloads, which resulted in a failure to provide Plaintiff and other non-party Aggrieved
9 Employees with adequate meal period coverage. On information and belief, Defendants also
10 failed to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
11 Employees to not be relieved of their duties for compliant meal periods. As a result, Plaintiff
12 and other non-party Aggrieved Employees were not afforded uninterrupted thirty (30) minute
13 meal periods during shifts in which they were entitled to receive meal periods. For example,
14 Plaintiff would be required to handle over 100 customer phone calls daily, which caused him
15 to work through his meal periods approximately twice per month due to the heavy workload,
16 understaffing, and lack of coverage available. Additionally, at least once per week, Plaintiff's
17 meal periods were interrupted because he was required to answer customer phone calls during
18 his meal periods, due to the lack of coverage. Thus, Plaintiff and other non-party Aggrieved
19 Employees worked through meal periods and/or had meal periods cut short or interrupted in
20 order to handle their workloads. Defendants did not compensate Plaintiff and other non-party
21 Aggrieved Employees for the time they spent working off the clock during meal periods.

22 55. Third, Defendants' company-wide timekeeping system prevented Plaintiff and
23 other non-party Aggrieved Employees from recording all hours worked when their meal
24 periods were shortened or interrupted, because the system locked out Plaintiff and other non-
25 party Aggrieved Employees once they clocked out for a meal period, and did not permit them
26 to clock back in from a meal period before 30 minutes elapsed. Thus, Defendants did not
27 record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
28 Employees performed work during meal periods for which they were not paid.

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

9 57. Moreover, in addition to an hourly wage, Defendants paid Plaintiff and other
10 non-party Aggrieved Employees incentive pay, nondiscretionary bonuses, commissions,
11 and/or other forms of remuneration. However, in violation of the California Labor Code, on
12 information and belief, Defendants failed to incorporate all remunerations, including incentive
13 pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration, into the
14 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
15 Therefore, during times when other non-party Aggrieved Employees worked overtime and
16 received these other forms of pay, Defendants failed to pay all overtime wages by paying a
17 lower overtime rate than required.

18 58. For example, Defendants paid Plaintiff and other non-party Aggrieved
19 Employees incentive pay, nondiscretionary bonuses, and/or commissions which were listed on
20 their wage statements as "Commission" and "Rise2Success." During pay periods that other
21 non-party Aggrieved Employees were paid overtime wages, Defendants did not incorporate
22 these payments into other non-party Aggrieved Employees' regular rate of pay and, as a
23 result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically,
24 Defendants paid other non-party Aggrieved Employees 1.5 times their hourly rate of pay
25 instead of 1.5 times their regular rate of pay. Defendants' failure to properly calculate the
26 overtime rates of pay based on all remuneration paid has resulted in an underpayment of
27 overtime wages to other non-party Aggrieved Employees on a company-wide basis.

28 59. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees

1 the balance of overtime compensation as required by California law, violates the provisions of
2 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
3 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
4 558 and/or 2699(a), (f), and (g).

5 **FAILURE TO PAY MINIMUM WAGES**

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

7 60. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
8 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
9 to be paid to employees, and the payment of a wage less than the minimum so fixed is
10 unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as “the time
11 during which an employee is subject to the control of an employer, and includes all the time
12 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code
13 Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

14 61. As stated, during the relevant time period, due to Defendants’ restrictions on
15 overtime accrual, Defendants systematically failed to pay Plaintiff and other non-party
16 Aggrieved Employees for actual hours worked, because these hours were not accurately
17 recorded. Plaintiff and other non-party Aggrieved Employees were required to perform work
18 off-the-clock after their shifts, such as taking customer phone calls or processing customer
19 orders before leaving for the day. Thus, Defendants failed to track this time Plaintiff and
20 other non-party Aggrieved Employees spent working off-the-clock, and Plaintiff and other
21 non-party Aggrieved Employees received no compensation for this time.

22 62. Additionally, as set forth above, due to Defendants’ policies and/or practices of
23 understaffing their locations, assignment of heavy workloads, failure to schedule meal
24 periods, and subsequent lack of meal period coverage, Plaintiff and other non-party Aggrieved
25 Employees were impeded from taking all uninterrupted meal periods to which they were
26 entitled and were required to work off-the-clock during meal periods. In addition, as stated,
27 Defendants’ company-wide timekeeping system prevented Plaintiff and other non-party
28 Aggrieved Employees from entering time worked during meal periods because the system

1 locked out Plaintiff and other non-party Aggrieved Employees for a full 30 minutes. Thus,
2 Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees
3 for actual hours worked during unpaid meal periods because these hours were not always
4 correctly recorded.

5 63. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
6 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
7 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
8 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
9 1194, 1197, and 1198.

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

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

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

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

26 67. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

68. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, 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.

69. First, as stated, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations, which, combined with the practice of assigning heavy workloads, discouraging employees from incurring overtime, and failing to schedule meal periods, resulted in a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely meal periods to which they were entitled. As a result, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether.

70. For example, as stated, Plaintiff regularly missed his meal periods and had them interrupted, due to the lack of coverage available, heavy workload, and in order to meet Defendants' customer service expectations. As a further example, according to Plaintiff's timesheets, on June 28, 2022, he clocked in at the start of his shift at 6:54 a.m. and clocked out for his meal period at 12:12 p.m., working a total of five (5) hours and 18 minutes (or 5.3 hours), before he was able to take his meal period.

71. Second, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiff and other non-party 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, Plaintiff was unable to record when his meal periods were interrupted or cut short by customer phone calls.

1 72. Third, Defendants did not provide other non-party Aggrieved Employees with
2 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one
3 day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
4 waivers on days that they were entitled to meal periods and were not relieved of all duties.

5 73. 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 Break Waiver Agreement" form requires employees to inform a manager and sign a separate
11 "Cancellation of Meal Break Waiver Form" should they wish to revoke the waiver.

12 Defendants' presumption that meal periods would not be provided for shifts in excess of five
13 (5) hours but less than six (6) hours, and for shifts in excess of ten (10) hours but less than
14 twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and
15 imposition on employees to revoke the waivers in writing, discouraged and impeded Plaintiff
16 and other non-party Aggrieved Employees from taking all meal periods to which they were
17 entitled.

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

22 [A]fter the meal break obligation is triggered . . . an employer is put to a
23 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
24 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.

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 them
28 invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other non-

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

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

8 76. Furthermore, Defendants engaged in a company-wide practice and/or policy of
9 not paying all meal period premiums owed when compliant meal periods are not provided.
10 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
11 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
12 to the extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees
13 premium pay for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff
14 and other non-party Aggrieved Employees the correct rate of pay for premiums because
15 Defendant systematically failed to include all forms of compensation such as incentive pay,
16 nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular
17 rate of pay. Therefore, during times when Plaintiff and other non-party Aggrieved Employees
18 received meal period premiums and these other forms of pay, Defendants failed to pay full
19 meal period premiums by paying a lower rate than required. Specifically, Defendants paid
20 Plaintiff and other non-party Aggrieved Employees meal period premiums at their straight
21 hourly rate of pay instead of at their regular rate of pay.

22 77. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (g).

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28 //

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

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

79. At all relevant times, 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.

80. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

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

82. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide policies and/or practices of understaffing and assignment of heavy workloads prevented Plaintiff and other non-party Aggrieved Employees from being relieved

1 of all duty in order to take their rest periods. Defendants also failed to schedule rest periods,
2 which, coupled with Defendants' failure to provide adequate rest period coverage, further led
3 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
4 take compliant rest periods.

5 83. Furthermore, Defendants maintained a company-wide on-premises rest period
6 policy, which mandated that Plaintiff and other non-party Aggrieved Employees remain on or
7 near Defendants' premises during their rest periods. Because Plaintiff and other non-party
8 Aggrieved Employees were effectively restricted from leaving the premises during rest
9 periods, they were denied the ability to use their rest periods freely for their own purposes,
10 such as running personal errands. Thus, Defendants effectively maintained control over
11 Plaintiff and other non-party Aggrieved Employees during rest periods.

12 84. As a result of Defendants' practices and policies, Plaintiff and other non-party
13 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
14 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
15 were entitled. For example, throughout his employment, Plaintiff had to forgo about seven (7)
16 of his rest periods per week, because of Defendants' assignment of heavy workloads and lack
17 of coverage available. When Plaintiff was able to take his rest periods, they were often
18 interrupted and shortened, in order for him to keep up with Defendants' customer service
19 expectations.

20 85. Defendants have also engaged in a systematic, company-wide practice and/or
21 policy of not paying rest period premiums owed when rest periods are not authorized and
22 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
23 Employees have not received premium pay for all missed rest periods. Alternatively, to the
24 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)
25 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
26 other non-party Aggrieved Employees at the correct rate of pay for premiums because
27 Defendants failed to include all forms of compensation, such as incentive pay,
28 nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular

1 rate of pay. Accordingly, Defendants failed to authorize and permit all compliant rest periods
2 and failed to pay the full rest period premiums due.

3 86. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
8 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

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

22 89. Because Defendants did not record the time Plaintiff and other non-party
23 Aggrieved Employees spent working off-the-clock and deducted time from their records for
24 meal periods that were interrupted and/or missed (and therefore time for which they should
25 have been paid), Defendants did not list the correct amount of gross wages and net wages
26 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
27 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
28 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved

1 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
2 pay in effect during the pay period and the corresponding accurate number of hours worked at
3 each hourly rate, in violation of section 226(a)(9).

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

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

20 92. California Labor Code section 1174(d) provides that "[e]very person employing
21 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
22 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
25 applicable piece rate paid to, employees employed at the respective plants or
26 establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500
27 civil penalty if they fail to maintain accurate and complete records as required by section
28 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),

Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party 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.

93. 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, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and other non-party Aggrieved Employees in violation of section 1198. Furthermore, in light of Defendants’ failure to provide other non-party Aggrieved Employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

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

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

95. At all relevant times herein set forth, 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. Labor Code section 204 further provides 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

1 between the 1st and the 10th day of the following month.

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

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

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

14 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

23 100. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
24 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
25 above, including but not limited to, overtime wages, minimum wages, meal and rest period
26 premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72)
27 hours of their leaving Defendants' employ.

28 101. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees

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

6 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY**

7 **VIOLATION OF LABOR CODE SECTION 246 AND 248.6**

8 102. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
9 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
10 days from the commencement of employment with paid sick days, to be accrued at least one
11 hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4),
12 employers must provide no less than 24 hours or three (3) days of paid sick leave (or
13 equivalent paid leave or paid time off) in each year of the employee's employment. Labor
14 Code section 246(l) provides that an employer shall calculate paid sick leave by using one of
15 two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the
16 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
17 time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid
18 sick time for nonexempt employees shall be calculated by dividing the employee's total
19 wages, not including overtime premium pay, by the employee's total hours worked in the full
20 pay periods of the prior 90 days of employment."

21 103. At all relevant times here, California Labor Code section 248.6 provides
22 covered employees with COVID-19 supplemental paid sick leave. Labor Code section
23 248.6(b)(3)(A), provides each hour of COVID-19 supplemental paid sick leave shall be
24 compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the
25 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
26 not the employee actually works overtime in that workweek[;]" or 2) "[c]alculated by dividing
27 the employee's total wages, not including overtime premium pay, by the employee's total
28 nonovertime hours worked in the full pay periods occurring within the prior 90 days of

1 employment; provided that, for nonexempt employees paid by piece rate, commission or other
2 method that uses all hours to determine the regular rate of pay, total wages, not including
3 overtime premium pay, shall be divided by all hours, to determine the correct amount of
4 COVID-19 supplemental paid sick leave under this subdivision.”

5 104. During the relevant time period, Defendants did not pay Plaintiff and other non-
6 party Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an
7 hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees incentive
8 pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration. However,
9 in violation of the California Labor Code, Defendants failed to incorporate all remunerations,
10 including incentive pay, nondiscretionary bonuses, and/or commissions into the calculation of
11 the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times
12 when Plaintiff and other non-party Aggrieved Employees took sick leave and received these
13 other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick
14 leave rate than required. Specifically, Defendants paid Plaintiff and other non-party
15 Aggrieved Employees sick leave based on their hourly rate of pay instead of their regular rate
16 of pay.

17 105. Defendants’ failure to properly calculate the sick leave rates of pay based on all
18 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
19 non-party Aggrieved Employees on a company-wide basis in violation of California Labor Code
20 sections 246(l) and 248.6(b)(3)(A).

21 106. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
22 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury.

25 **PRAYER FOR RELIEF**

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

- 28 1. For civil penalties and attorneys’ fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
2 amount.

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

4 2. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
6 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
7 (by failing to include all forms of remuneration in the “regular rate” of pay for purposes of
8 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
9 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
10 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
11 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
12 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
13 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
14 termination); and 246 and 248.6 (by failing to properly calculate sick leave pay);

15 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
16 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
17 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and
18 1198;

19 4. For attorneys’ fees and costs pursuant to California Labor Code section
20 2699(g)(1), and any and all other relevant statutes, for Defendants’ violations of California
21 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d),
22 1182.12, 1194, 1197, and 1198;

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

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26 //

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28 //

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

3
4 Dated: June 20, 2023

Respectfully submitted,

Capstone Law APC

6
7 By: _____


Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Jhonnatan Copto Flores

EXHIBIT “1”



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April 14, 2023

VIA ONLINE SUBMISSION

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

Subject: *Jhonnatan Copto Flores v. National Construction Rentals, Inc.*

Dear PAGA Administrator:

This office represents Jhonnatan Copto Flores in connection with his claims under the California Labor Code. Mr. Copto Flores was an employee of NATIONAL CONSTRUCTION RENTALS, INC. ("NATIONAL").

The employer may be contacted directly at the address below:

NATIONAL CONSTRUCTION RENTALS, INC.
15319 CHATSWORTH STREET
MISSION HILLS, CA 91345

Mr. Copto Flores 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"). Mr. Copto Flores seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NATIONAL as a non-exempt, hourly paid employee in California 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.

NATIONAL employed Mr. Copto Flores as an hourly paid, non-exempt Customer Service Representative from approximately January 2022 to October 2022. During his employment, Mr. Copto Flores typically worked eight (8) or more hours per day and five (5) days per week. Mr. Copto Flores worked at NATIONAL's office location in San Leandro, California. By the end of his employment, Mr. Copto Flores was compensated approximately \$18.00 per hour. His job duties included, without limitation, answering customer phone calls; preparing bids; processing credit applications; scheduling orders; and making outgoing sales calls for commercial customers to rent on-site equipment for temporary fencing, portable restrooms, and power solutions.

NATIONAL committed one or more of the following Labor Code violations against Mr. Copto Flores, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

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

NATIONAL CONSTRUCTION RENTALS, INC. is a California corporation. NATIONAL is the largest supplier of temporary fences, barricades, portable toilets, restroom trailers, mobile storage containers, and temporary power in the United States, and provides its services throughout California. Upon information and belief, NATIONAL maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Mission Hills, California, for all non-exempt, hourly paid employees working for NATIONAL in California, including Mr. Copto Flores and other aggrieved employees. At all relevant times, NATIONAL issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Copto Flores and other aggrieved employees, regardless of their location or position.

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

NATIONAL willfully failed to pay all overtime wages owed to Mr. Copto Flores and other aggrieved employees. During the relevant time period, Mr. Copto Flores and other aggrieved

¹ These facts, theories, and claims are based on Mr. Copto Flores’s experience and counsel’s review of those records currently available relating to Mr. Copto Flores’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, Mr. Copto Flores reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in 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, NATIONAL had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Copto Flores 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. Specifically, NATIONAL's management informed Mr. Copto Flores that NATIONAL's policy and/or practice is to limit the amount of overtime employees could accrue on a daily basis to 30 minutes, and any hours worked outside of that would not be paid. On information and belief, this policy of limiting overtime, coupled with NATIONAL's assignment of heavy workloads (*see infra*), led Mr. Copto Flores and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. Because NATIONAL discouraged overtime accrual, Mr. Copto Flores 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, NATIONAL 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, at least twice per week, after having already clocked out from his shift, Mr. Copto Flores's managers required him to continue working before he could leave for the day, completing tasks such as taking customer phone calls and processing customer orders, which could take up to 20 minutes per instance. This off-the-clock work could have been recorded by NATIONAL, but it refused to do so to avoid payment of additional wages to Mr. Copto Flores and other aggrieved employees.

Second, during the relevant time period, NATIONAL had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, which resulted in a failure to provide Mr. Copto Flores and other aggrieved employees with adequate meal period coverage. On information and belief, NATIONAL also failed to schedule meal periods, which further caused Mr. Copto Flores and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Copto Flores 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, Mr. Copto Flores would be required to handle over 100 customer phone calls daily, which caused him to work through his meal periods approximately twice per month due to the heavy workload, understaffing, and lack of coverage available. Additionally, at least once per week, Mr. Copto Flores's meal periods were interrupted because he would be required to attend to customer phone calls that came in while he was taking his meal period, due to the lack of coverage. Thus, Mr. Copto Flores and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. NATIONAL did not compensate Mr. Copto Flores and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, NATIONAL's company-wide timekeeping system prevented Mr. Copto Flores and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Copto Flores and other aggrieved employees once they clocked out for a meal period, and did not permit them to clock back in from a meal period before 30 minutes elapsed. Thus, NATIONAL did not record all hours worked during meal periods, and Mr. Copto Flores and other aggrieved employees performed work during meal periods for which they were not paid.

NATIONAL knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Copto Flores and other aggrieved employees were performing their assigned duties off-the-clock after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Copto Flores and other aggrieved employees 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.

Moreover, in addition to an hourly wage, NATIONAL paid Mr. Copto Flores and other aggrieved employees incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, NATIONAL failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, commissions, 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, NATIONAL failed to pay all overtime wages by paying a lower overtime rate than required.

For example, NATIONAL paid Mr. Copto Flores and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or commissions which were listed on Mr. Copto Flores's and other aggrieved employees' wage statements as "Commission" and "Rise2Success." During pay periods that other aggrieved employees were paid overtime wages, NATIONAL did not incorporate these payments into other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, NATIONAL paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. NATIONAL's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to other aggrieved employees on a company-wide basis.

NATIONAL's failure to pay Mr. Copto Flores 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. Mr. Copto Flores 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 IWC Wage Order No. 7-2001 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, § 11070(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, due to NATIONAL's restrictions on overtime accrual, NATIONAL systematically failed to pay Mr. Copto Flores and other aggrieved employees for actual hours worked, because these hours were not accurately recorded. Mr. Copto Flores and other aggrieved employees were required to perform work off-the-clock after their shifts, such as taking customer phone calls or processing customer orders before leaving for the day. Thus, NATIONAL

failed to track this time Mr. Copto Flores and other aggrieved employees spent working off-the-clock, and Mr. Copto Flores and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to NATIONAL's policies and/or practices of understaffing its locations, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Copto Flores 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 during meal periods. In addition, as stated, NATIONAL's company-wide timekeeping system prevented Mr. Copto Flores and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Copto Flores and other aggrieved employees for a full 30 minutes. Thus, NATIONAL systematically failed to pay Mr. Copto Flores and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, NATIONAL did not pay minimum wages for all hours worked by Mr. Copto Flores and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NATIONAL 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, NATIONAL regularly failed to pay at least minimum wages to Mr. Copto Flores 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. Mr. Copto Flores 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 above, NATIONAL had, and continues to have, a company-wide policy and/or practice of understaffing its locations, which, combined with the practice of assigning heavy workloads, discouraging employees from incurring overtime, and failing to schedule meal periods, resulted in a lack of meal period coverage and prevented Mr. Copto Flores and other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, Mr. Copto

Flores and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether.

For example, as stated, Mr. Copto Flores missed his meal periods and had them interrupted, due to the lack of coverage available, heavy workload, and in order to meet NATIONAL's customer service expectations. As further examples, according to Mr. Copto Flores's timesheets: on March 3, 2022, he clocked in at the start of his shift at 7:05 a.m. and clocked out for his meal period at 12:08 p.m., working a total of five hours and three minutes (or 5.05 hours); on June 16, 2022, he clocked in at the start of his shift at 6:00 a.m. and clocked out for his meal period at 11:01 a.m., working a total of five hours and one minute (or 5.02 hours); on June 23, 2022, he clocked in at the start of his shift at 7:06 a.m. and clocked out for his meal period at 12:07 p.m., working a total of five hours and one minute (or 5.02 hours); and on June 28, 2022, he clocked in at the start of his shift at 6:54 a.m. and clocked out for his meal period at 12:12 p.m., working a total of five hours and 18 minutes (or 5.3 hours), before he was able to take his meal period. He worked shifts of more than five (5) hours on each of those days.

Second, as stated, NATIONAL's company-wide timekeeping system prevented Mr. Copto Flores and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Copto Flores 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, Mr. Copto Flores was unable to record when his meal periods were interrupted or cut short due to the heavy workload and lack of coverage.

Third, NATIONAL did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Copto Flores 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, NATIONAL had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. NATIONAL 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, NATIONAL's "Meal Break Waiver Agreement" form requires employees to inform a manager and sign a separate "Cancellation of Meal Break Waiver Form" should they wish to revoke the waiver. NATIONAL'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 Mr. Copto Flores 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 NATIONAL required Mr. Copto Flores 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 NATIONAL's obligation to provide Mr. Copto Flores and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times mentioned herein, NATIONAL knew or should have known that as a result of its policies, Mr. Copto Flores and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. NATIONAL further knew or should have known that it did not pay Mr. Copto Flores and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, NATIONAL 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, Mr. Copto Flores and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that NATIONAL did pay Mr. Copto Flores and other aggrieved employees for missed, late, and interrupted meal periods, NATIONAL did not pay Mr. Copto Flores and other aggrieved employees at the correct rate of pay for premiums because NATIONAL systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular rate of pay. Therefore, during times when Mr. Copto Flores and other aggrieved employees received meal period premiums and these other forms of pay, NATIONAL failed to pay full meal period premiums by paying a lower rate than required. Specifically, NATIONAL paid Mr. Copto Flores and other aggrieved employees meal period premiums at their straight hourly rate of pay instead of at their regular rate of pay.

Accordingly, NATIONAL failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Copto Flores 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, NATIONAL regularly failed to authorize and permit Mr. Copto Flores and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NATIONAL’s policies and/or practices of understaffing and assignment of heavy workloads prevented Mr. Copto Flores and other aggrieved employees from being relieved of all duty to take their rest periods. NATIONAL also failed to schedule rest periods, which further led to Mr. Copto Flores and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, NATIONAL maintained a company-wide on-premises rest period policy, which mandated that Mr. Copto Flores and other aggrieved employees remain on NATIONAL’s premises during their rest periods. Because Mr. Copto Flores and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, NATIONAL effectively maintained control over Mr. Copto Flores and other aggrieved employees during rest periods.

As a result of NATIONAL’s practices and policies, Mr. Copto Flores and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Copto Flores had to forego about seven (7) of his rest periods per week, because of NATIONAL’s assignment of heavy workloads and lack of coverage. When Mr. Copto Flores was able to take his rest periods, they were often interrupted in order to keep up with NATIONAL’s customer service expectations.

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

Accordingly, NATIONAL failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Copto Flores 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. NATIONAL has not provided Mr. Copto Flores 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, NATIONAL has knowingly and intentionally provided Mr. Copto Flores and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NATIONAL issued uniform wage statements to Mr. Copto Flores 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, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, NATIONAL violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because NATIONAL did not record the time Mr. Copto Flores and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), NATIONAL did not list the correct amount of gross wages and net wages earned by Mr. Copto Flores and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NATIONAL failed to accurately list the total number of the hours worked by Mr. Copto Flores 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 NATIONAL did not calculate Mr. Copto Flores's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, NATIONAL 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). NATIONAL also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, 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 inclusive dates of the period for which aggrieved employees were paid; 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 name and address of the legal entity that is the employer; 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), NATIONAL willfully failed to maintain accurate payroll records for Mr. Copto Flores 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, NATIONAL engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Copto Flores and other aggrieved employees in violation of section 1198. Furthermore, in light of NATIONAL’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, NATIONAL kept no records of meal start and end times for second meal periods.

Because NATIONAL failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Copto Flores 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, Mr. Copto Flores 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.

Mr. Copto Flores 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, NATIONAL failed to pay Mr. Copto Flores and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages,

meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Mr. Copto Flores 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.

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

Mr. Copto Flores 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 §§ 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A), provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not

including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

During the relevant time period, NATIONAL did not pay Mr. Copto Flores and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, NATIONAL paid Mr. Copto Flores and other aggrieved employees incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration. However, in violation of the California Labor Code, NATIONAL failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or commissions, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Mr. Copto Flores and other aggrieved employees took sick leave and received these other forms of pay, NATIONAL failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, NATIONAL paid Mr. Copto Flores and other aggrieved employees based on their hourly rate of pay instead of their regular rate of pay.

NATIONAL’s failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Copto Flores and other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A).

Mr. Copto Flores and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 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.” NATIONAL, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Copto Flores’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Copto Flores seeks the remedies set forth in Labor Code section 558 for himself, 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, Mr. Copto Flores, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against NATIONAL for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Copto Flores 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 Mr. Copto Flores's reasonable attempt to settle his dispute with NATIONAL prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform NATIONAL of Mr. Copto Flores's aforementioned grievances and the proposed remedies as detailed below, while affording NATIONAL a reasonable opportunity to satisfy Mr. Copto Flores's demands.

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

1. NATIONAL shall pay Mr. Copto Flores and all other aggrieved employees employed by NATIONAL at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. NATIONAL 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. NATIONAL shall conduct a survey or interview all current and former aggrieved employees in California who worked for NATIONAL 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, with the investigation to be completed within 60 days.
4. NATIONAL 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. NATIONAL 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. NATIONAL shall pay accrued legal interest to Mr. Copto Flores and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. NATIONAL shall provide Mr. Copto Flores and all aggrieved employees employed by NATIONAL 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).
7. NATIONAL shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and paid sick leave based on all remuneration paid, pursuant to Labor Code Sections 226.7, 510, 246(l), and 248.6(b)(3)(A).
8. NATIONAL 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. NATIONAL 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, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, 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:

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

Best Regards,

A handwritten signature in dark ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: NATIONAL CONSTRUCTION RENTALS, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



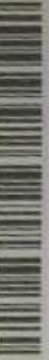
7022 2410 0000 2405 8108

NATIONAL CONSTRUCTION
RENTALS, INC.
15319 CHATSWORTH STREET
MISSION HILLS, CA 91345

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.

NATIONAL CONSTRUCTION
RENTALS, INC.
15319 CHATSWORTH STREET
MISSION HILLS, CA 91345



9590 9402 7690 2122 7160 30

2 Article Number (transfer from service label)

7022 2410 0000 2405 8108

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ 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
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Colored on Delivery
- ☐ Colored on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
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Capstone Law, APC
NAIL CARDS
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NATIONAL CONSTRUCTION
RENTALS, INC.
15319 CHATSWORTH STREET
MISSION HILLS, CA 91345

7022 2410 0000 2405 8108