Capstone LAW APC

1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

February 27, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Brent Anderson v. Plumas Bank, et al.*

Dear PAGA Administrator:

This office represents Brent Anderson in connection with his claims under the California Labor Code. Mr. Anderson was an employee of PLUMAS BANK and/or PLUMAS BANCORP. For the purpose of this letter, Mr. Anderson collectively refers to these entities as "PLUMAS BANK."

The employers may be contacted directly at the addresses below:

PLUMAS BANK	PLUMAS BANCORP
35 S LINDAN AVE.	35 S LINDAN AVE
QUINCY, CA 95971	QUINCY, CA 95971

Mr. Anderson intends to seek civil penalties, attorneys' 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. Anderson seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PLUMAS BANK 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.

PLUMAS BANK employed Mr. Anderson as an hourly paid, non-exempt employee from approximately February 2022 to December 2025. Mr. Anderson worked as a Client Services Specialist for PLUMAS BANK at one of its branches in Susanville, California. During his employment, Mr. Anderson typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of his employment, Mr. Anderson was compensated approximately $27.06 per hour. His job duties included, without limitation, performing customer transactions, opening new accounts, selling loans, operating the vault, and approving transactions of other bank tellers.

PLUMAS BANK committed each of the following Labor Code violations against Mr. Anderson, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

PLUMAS BANK's Company-Wide and Uniform Payroll and HR Practices

PLUMAS BANK and PLUMAS BANCORP are California corporations that operate a locally managed, full-service bank with 17 branch locations in Northern California. Upon information and belief, PLUMAS BANK maintains a single, centralized Human Resources (HR) department at its company headquarters in Quincy, California, for all non-exempt, hourly paid employees working for PLUMAS BANK in California, including Mr. Anderson and other aggrieved employees. At all relevant times, PLUMAS BANK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Anderson and other aggrieved employees, regardless of their location or position.

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

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

---

[1] These facts, theories, and claims are based on Mr. Anderson's experience and counsel's review of those records currently available relating to Mr. Anderson'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. Anderson 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.

During the relevant time period, PLUMAS BANK had, and continues to have, a company-wide policy and/or practice of requiring Mr. Anderson and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts. For example, Mr. Anderson was required to monitor and respond to group text messages from PLUMAS BANK's management to discuss work-related matters regarding scheduling or tasks that needed to be performed. Mr. Anderson spent approximately 15 minutes per week addressing these communications, time for which he was not paid. PLUMAS BANK failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Anderson and other aggrieved employees received no compensation for this time.

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

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

PLUMAS BANK's failure to pay Mr. Anderson 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. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

As set forth above, during the relevant time period, PLUMAS BANK had a company-wide policy and/or practice requiring Mr. Anderson and other aggrieved employees to perform work-related tasks while off-the-clock outside of their scheduled shifts, including communicating with PLUMAS BANK's management via text messages to discuss work-related matters. PLUMAS BANK failed to track this time Mr. Anderson and other aggrieved employees spent working off-the-clock, and Mr. Anderson and other aggrieved employees received no compensation for this time.

PLUMAS BANK did not pay minimum wages for all hours worked by Mr. Anderson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PLUMAS BANK 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, PLUMAS BANK regularly failed to pay at least minimum wages to Mr. Anderson 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. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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.

During the relevant time period, PLUMAS BANK had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning time-sensitive duties, such as submitting cash or general ledger reports by a specific time, which resulted in a lack of meal period coverage and prevented Mr. Anderson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, PLUMAS BANK had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Mr. Anderson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Anderson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Anderson sometimes missed his meal periods or took them late, after the fifth hour of work, due to the lack of coverage.

At all times herein mentioned, PLUMAS BANK knew or should have known that, as a result of these policies, Mr. Anderson and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. PLUMAS BANK further knew or should have known that PLUMAS BANK did not pay Mr. Anderson and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

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

Accordingly, PLUMAS BANK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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.

During the relevant time period, PLUMAS BANK regularly failed to authorize and permit Mr. Anderson 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, PLUMAS BANK's company-wide practice, including understaffing while assigning time-sensitive duties, prevented Mr. Anderson and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, PLUMAS BANK failed to adhere to a schedule for rest periods, which, coupled with PLUMAS BANK's failure to provide adequate rest period coverage, further led to Mr. Anderson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, PLUMAS BANK maintained a company-wide on-premises rest period policy, which effectively required that Mr. Anderson and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Anderson and/or 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, PLUMAS BANK effectively maintained control over Mr. Anderson and/or other aggrieved employees during rest periods.

As a result of PLUMAS BANK's practices and policies, Mr. Anderson 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, Mr. Anderson missed his rest periods a few times per week due to the lack of rest period coverage.

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

Accordingly, PLUMAS BANK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. PLUMAS BANK has not provided Mr. Anderson 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, PLUMAS BANK has knowingly and intentionally provided Mr. Anderson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PLUMAS BANK issued uniform wage statements to Mr. Anderson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, PLUMAS BANK violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PLUMAS BANK did not record the time Mr. Anderson and other aggrieved employees spent working off the clock, PLUMAS BANK did not list the correct amount of gross wages and net wages earned by Mr. Anderson and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, PLUMAS BANK failed to accurately list the total number of hours worked by Mr. Anderson 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).

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

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which 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), PLUMAS BANK willfully failed to maintain accurate payroll records for Mr. Anderson 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, PLUMAS BANK 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. Anderson and other aggrieved employees, in violation of section 1198.

Because PLUMAS BANK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Anderson 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. Anderson 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. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, PLUMAS BANK failed to pay Mr. Anderson and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

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

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

<u>Violation of California Labor Code § 2802 – Unreimbursed Business Expenses</u>

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

During the relevant time period, PLUMAS BANK, on a company-wide basis, required that Mr. Anderson and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data, to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Anderson and other aggrieved employees used their personal mobile devices to communicate with PLUMAS BANK's management and coworkers regarding work-related issues. As another example, Mr. Anderson and other aggrieved employees were required to download various mobile applications such as "Insperity Mobile," which is an application Mr. Anderson and other aggrieved employees used to clock in and out for their shifts and meal periods, in addition to a number of authenticator mobile applications that were required for logging into various systems and accounts. Although PLUMAS BANK required Mr. Anderson and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, PLUMAS BANK failed to fully reimburse them for this cost.

PLUMAS BANK could have provided Mr. Anderson and other aggrieved employees with actual equipment for use on the job, such as company mobile devices, or, PLUMAS BANK could have reimbursed employees for the costs of their mobile device usage. Instead, PLUMAS BANK passed these operating costs onto Mr. Anderson and other aggrieved employees.

Thus, PLUMAS BANK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

<u>Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment</u>

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PLUMAS BANK failed to provide Mr. Anderson and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PLUMAS BANK's failure to provide Mr. Anderson and other aggrieved employees with written notice of basic information regarding their employment with PLUMAS BANK is in violation of Labor Code section 2810.5.

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

<u>California Labor Code § 558(a)</u>

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." PLUMAS BANK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Anderson's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Anderson 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 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Anderson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against PLUMAS BANK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

Ninel

Ninel Kocharyan

Copy: PLUMAS BANK (via U.S. Certified Mail); PLUMAS BANCORP (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5998 40

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $

ANDERSON V.
PLUMAS

Postmark

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

9589 0710 5270 0211 5998 40

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

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.

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

9590 9402 9637 5199 8662 45

2. Article Number

9589 0710 5270 0211 5998 40

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5999 01

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $

ANDERSON.
PLUMAS
Postmark

9589 0710 5270 0211 5999 01

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

See Reverse for Instructions

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

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.

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

9590 9402 9637 5199 8662 52

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5999 01

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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