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February 13, 2026

VIA ONLINE SUBMISSION

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

Subject: *Lutricia Randolph v. CoolSys Light Commercial Solutions, LLC, et al.*

Dear PAGA Administrator:

This office represents Lutricia Randolph in connection with her claims under the California Labor Code. Ms. Randolph was an employee of COOLSYS LIGHT COMMERCIAL SOLUTIONS, LLC and/or COOLSYS COMMERCIAL & INDUSTRIAL SOLUTIONS, INC. For the purpose of this letter, Ms. Randolph collectively refers to these entities as ("CLCS").

The employers may be contacted directly at the addresses below:

COOLSYS LIGHT COMMERCIAL SOLUTIONS, LLC
645 E. MISSOURI AVE., SUITE 205
PHOENIX, AZ 85012

COOLSYS COMMERCIAL & INDUSTRIAL SOLUTIONS, INC.
145 S. STATE COLLEGE BLVD., SUITE 200
BREA, CA 92821

Ms. Randolph 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"). Ms. Randolph seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CLCS 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.

CLCS employed Ms. Randolph as an hourly paid, non-exempt employee from approximately March 2025 to October 2025. Ms. Randolph worked for CLCS as a Dispatcher at its office location in Hayward, California. During her employment, Ms. Randolph typically worked ten (10) or more hours per day and five (5) to six (6) days per week. By the end of her employment, Ms. Randolph was compensated approximately $25.00 per hour. Her primary job duties included, without limitation, communicating with cooling and heating, ventilation, and air conditioning ("HVAC") technicians and their supervisors to assign and release maintenance and repair jobs for CLCS's commercial customers.

CLCS committed each of the following Labor Code violations against Ms. Randolph, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

CLCS's Company-Wide and Uniform Payroll and HR Practices

COOLSYS LIGHT COMMERCIAL SOLUTIONS, LLC is a Delaware limited liability company and COOLSYS COMMERCIAL & INDUSTRIAL SOLUTIONS, INC. is a Delaware corporation. Together, CLCS provides commercial HVAC and refrigeration equipment sourcing, installation, repair, and maintenance services. Upon information and belief, CLCS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Phoenix, Arizona or Brea, California, for all non-exempt, hourly paid employees working for CLCS in California, including Ms. Randolph and other aggrieved employees. At all relevant times, CLCS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Randolph and other aggrieved employees, regardless of their location or position.

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

CLCS willfully failed to pay all overtime wages owed to Ms. Randolph and other aggrieved employees. During the relevant time period, Ms. Randolph and other aggrieved employees were not

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

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, CLCS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Randolph 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. This policy of limiting overtime led Ms. Randolph and other aggrieved employees to work off-the-clock outside of their scheduled shift times. Specifically, CLCS's management pressured Ms. Randolph and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. Because CLCS discouraged overtime accrual, Ms. Randolph and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, because she was not allowed to leave technician jobs unassigned or unscheduled after 5:00 p.m., Ms. Randolph was regularly required to continue working after she had clocked out at her scheduled shift-end time (5:00 p.m.) and on days when she did not have scheduled shifts, performing tasks such as assigning repair and maintenance jobs to technicians, and communicating with technicians and supervisors about assignments/jobs, availability, and skill levels. As a further example, Ms. Randolph was required to communicate with managers and technicians over the phone after her scheduled shifts and on days off. Moreover, upon information and belief, CLCS's management would subsequently shave off some of the time Ms. Randolph and other aggrieved employees spent completing assigned duties outside of their scheduled shifts to avoid payment of additional wages. As a result, when Ms. Randolph was required to perform work outside of her scheduled shifts, she was not paid for all of her hours actually worked because CLCS's managers did not accurately record all hours worked.

Second, upon information and belief, CLCS had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing certain positions, such as Dispatchers, which resulted in a failure to provide Ms. Randolph and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, Ms. Randolph was the only Dispatcher employed by CLCS at her location, which resulted in a lack of meal period coverage because Ms. Randolph was expected to attend to and assign 40-60 outstanding jobs per day in a timely manner. Because CLCS did not employ or staff a sufficient number of employees, such as Dispatchers and Technicians, to attend to the number of jobs that needed to be assigned and completed on any given day, there were not enough employees available to relieve employees needing meal period coverage, and Ms. Randolph and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, CLCS had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Randolph and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Randolph nearly always worked through her meal periods to keep up with the demands of work and because she had no coverage. Thus, Ms. Randolph and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads, but were not paid for this time.

Third, CLCS required Ms. Randolph and other aggrieved employees to use their company-issued mobile devices and/or personal mobile devices to communicate with supervisors and coworkers at all times, including during unpaid meal periods. CLCS expected that Ms. Randolph and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, during Ms. Randolph's meal periods, CLCS's supervisors and coworkers would contact Ms. Randolph on her company-issued mobile device and/or her personal mobile device to discuss work-related matters, but did not compensate her for this time. CLCS knew or should have known that Ms. Randolph and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet CLCS's expectations, but failed to compensate them for this time worked.

Fourth, on information and belief, CLCS maintained a company-wide on-premises meal period policy, which effectively required that Ms. Randolph and other aggrieved employees remain on their premises during their unpaid meal periods. Because Ms. Randolph and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Ms. Randolph and other aggrieved employees were unable to run personal errands because they were unable to leave the work premises. Thus, CLCS effectively maintained control over Ms. Randolph and other aggrieved employees during their unpaid meal periods.

Fifth, on information and belief, during the relevant time period, CLCS implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Randolph's and other aggrieved employees' time records. As a result of this policy, CLCS falsified and deducted meal periods from Ms. Randolph's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Thus, CLCS did not accurately record all hours worked during meal periods, and Ms. Randolph and other aggrieved employees performed work during meal periods for which they were not paid.

CLCS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Randolph and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Randolph 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, Ms. Randolph and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, on information and belief, CLCS did not pay Ms. Randolph and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CLCS paid Ms. Randolph and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CLCS 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 Ms. Randolph and other aggrieved employees worked overtime and received these other forms of pay, CLCS failed to pay all overtime wages by paying a lower overtime rate than required.

CLCS's failure to pay Ms. Randolph and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Randolph and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CLCS 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 IWC 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").

First, as set forth above, as a result of CLCS's policy of limiting the amount of overtime employees could accrue, CLCS required Ms. Randolph and other aggrieved employees to perform work off-the-clock. As stated, CLCS required Ms. Randolph and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, including assigning repair and maintenance jobs to technicians, and communicating with technicians and supervisors. Further, on information and belief, CLCS's management would alter Ms. Randolph's and other aggrieved employees' timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages.

Second, as also as set forth above, due to CLCS's company-wide policies and/or practices of understaffing/single-staffing certain positions, assigning heavy workloads, failing to adhere to a schedule for meal periods, requiring employees to carry company-issued mobile devices and/or personal mobile devices to communicate with supervisors and coworkers at all times, and requiring employees to remain on the work premises during meal periods, Ms. Randolph 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, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Further, as also stated, on information and belief, CLCS implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Randolph's and other aggrieved employees' time record, even when meal periods were missed, short, and/or interrupted. Thus, CLCS systematically failed to pay Ms. Randolph and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

CLCS did not pay at least minimum wages for all hours worked by Ms. Randolph and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CLCS 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, CLCS regularly failed to pay at least minimum wages to Ms. Randolph and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Randolph and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CLCS 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.

First, during the relevant time period, as stated, CLCS had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing certain positions, such as Dispatchers, while assigning heavy workloads, resulted in a failure to provide Ms. Randolph and other aggrieved employees with adequate meal period coverage. For example, as stated above, Ms. Randolph, who was the sole Dispatcher at her location, was responsible for assigning and scheduling 40-60 maintenance and repair jobs on a daily basis. Because CLCS did not employ or staff a sufficient number of employees to handle the number of jobs that needed to be assigned or completed on any given day, there were often not enough employees available to relieve employees needing meal period coverage, and Ms. Randolph and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as stated, CLCS failed to adhere to a schedule for meal periods, which further caused Ms. Randolph and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Randolph 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, as stated, Ms. Randolph frequently missed her meal periods to keep up with the demands of work in order to avoid having any unassigned or unscheduled jobs at the end of her shifts, as was required by CLCS. Thus, CLCS failed to provide Ms. Randolph and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, CLCS had a policy and/or practice of requiring that Ms. Randolph and other aggrieved employees carry their company-issued mobile devices and/or personal mobile devices at all times and promptly respond to calls from supervisors and coworkers, even during meal periods. For example, as stated, CLCS's supervisors and coworkers would contact Ms. Randolph on her company-issued and personal mobile devices to discuss work-related matters during her meal periods, resulting in non-compliant meal periods.

Third, as stated above, on information and belief, during the relevant time period, CLCS maintained a company-wide on-premises meal period policy for employees, which effectively required that Ms. Randolph and other aggrieved employees remain on the work premises during their meal periods. Because Ms. Randolph and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, CLCS effectively maintained control over Ms. Randolph and other aggrieved employees during meal periods

Fourth, as previously stated, on information and belief, CLCS implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Randolph's and other aggrieved employees' time records. As a result of this policy, CLCS deducted 30 minutes from Ms. Randolph's and other aggrieved employees' time records even when meal periods were missed, short, interrupted, and/or late, instead of allowing employees to clock in and out for meal periods. Thus, CLCS systematically failed to correctly record meal periods.

Fifth, Ms. Randolph and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Randolph often worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Randolph 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.

At all times mentioned herein, CLCS knew or should have known that as a result of its policies, Ms. Randolph and other aggrieved employees were not actually relieved of all duties and were required to perform some of their assigned duties during meal periods. CLCS further knew or should have known that CLCS did not pay Ms. Randolph and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, CLCS engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Randolph and other aggrieved employees have not received premium pay for missed, late, shortened, and interrupted meal periods. Alternatively, to the extent that CLCS did pay Ms. Randolph and other aggrieved employees premium pay for missed, late, and interrupted meal periods, CLCS did not pay Ms. Randolph and other aggrieved employees at the correct rate of pay for premiums because CLCS 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, CLCS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Randolph and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CLCS 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.

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, CLCS regularly failed to authorize and permit Ms. Randolph 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, CLCS's company-wide policy and/or practice of understaffing/single-staffing certain positions resulted in a lack of rest period coverage and prevented Ms. Randolph and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CLCS also failed to schedule rest periods, which, coupled with CLCS's requirement that employees respond to communications from management on their company-issued mobile devices and/or personal mobile devices at all times, further led to Ms. Randolph and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, CLCS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Randolph and other aggrieved employees remain on CLCS's premises during their rest periods. Because Ms. Randolph 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, CLCS effectively maintained control over Ms. Randolph and other aggrieved employees during rest periods.

As a result of CLCS's practices and policies, Ms. Randolph 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 rest periods to which they were entitled. For example, Ms. Randolph had to forgo all of her rest periods due to CLCS's failure to schedule rest periods and because she did not have coverage.

CLCS 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 and permitted. Because of this practice and/or policy, Ms. Randolph and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CLCS did pay Ms. Randolph and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CLCS did not pay Ms. Randolph and other aggrieved employees at the correct rate of pay for premiums because CLCS 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, CLCS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Randolph and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CLCS 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. CLCS has not provided Ms. Randolph 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).

At all relevant times, CLCS has knowingly and intentionally provided Ms. Randolph and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CLCS issued uniform wage statements to Ms. Randolph and other aggrieved employees that fail to correctly list: total hours worked; gross wages earned; 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, CLCS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, on information and belief, CLCS issued wage statements to Ms. Randolph and other aggrieved employees that failed to correctly list any applicable hourly rates in effect during the pay period or the corresponding number of hours worked at each hourly rate, in violation of section 226(a)(9). In addition to being unlawful, this practice makes it extremely difficult for employees to determine whether they are being paid correctly or not.

Second, because CLCS did not accurately record the time Ms. Randolph and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CLCS did not list the correct amount of gross wages and net wages earned by Ms. Randolph and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, CLCS failed to accurately list the total number of hours worked by Ms. Randolph 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).

Third, on information and belief, because CLCS did not calculate Ms. Randolph's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, CLCS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CLCS failed to list the correct amount of net wages in violation of section 226(a)(5). CLCS 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, among other things, 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. In addition, on information and belief, CLCS failed to provide Ms. Randolph and other aggrieved employees the option to elect to receive hard copies of their wage statements at any time and/or failed to provide them with the ability to easily access the information and convert the electronic wage statements into hard copies at no expense to them.

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 . . . ." At all relevant times, and in violation of Labor Code section 1174(d), CLCS willfully failed to maintain accurate payroll records for Ms. Randolph 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, CLCS engaged in company-wide practices and/or policies of failing to record actual hours worked (including automatically deducting meal periods from Ms. Randolph's and other aggrieved employees' time records regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Randolph and other aggrieved employees, in violation of section 1198. Also, in light of CLCS's failure to provide Ms. Randolph and other aggrieved employees with second 30-minute meal periods to which they were entitled, CLCS kept no records of meal start and end times for second meal periods.

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

Ms. Randolph and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CLCS 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, CLCS failed to pay Ms. Randolph and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Randolph and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CLCS 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.

During the relevant time period, on information and belief, CLCS had a company-wide practice and/or policy of paying departing employees their final wages late or on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Randolph voluntarily resigned from her employment with CLCS on or about October 12, 2025. However, CLCS did not provide her with her final pay until October 17, 2025, or later. Thus, CLCS failed to pay Ms. Randolph her final wages within seventy-two (72) hours of her leaving CLCS's employ, in violation of California Labor Code section 202.

Additionally, CLCS willfully failed to pay Ms. Randolph and other aggrieved employees who are no longer employed by CLCS 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 CLCS's employ.

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, Ms. Randolph and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but CLCS failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Randolph was required to use her personal cellular phone to communicate with her managers regarding repair jobs to assign. Although CLCS required Ms. Randolph and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, CLCS failed to reimburse them for these costs.

Additionally, during the relevant time period, CLCS required Ms. Randolph and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Randolph spent approximately $100 on a mobile hotspot and approximately $55 on internet service for one (1) month while CLCS's office location did not have internet service for a month. CLCS thus failed to provide her with the necessary supplies and equipment which were required for her to complete her assigned duties.

CLCS could have provided Ms. Randolph and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, and supplies and equipment; or CLCS could have reimbursed employees for the costs of their mobile device usage, and supply and equipment expenses. Instead, CLCS passed these operating costs onto Ms. Randolph and other aggrieved employees. At all relevant times, Ms. Randolph did not earn at least two (2) times the minimum wage.

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

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

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.

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

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

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

Accordingly, Ms. Randolph seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Randolph, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CLCS 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, Ms. Randolph 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:

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

Best Regards,

Sairah Budhwani

Copy: COOLSYS LIGHT COMMERCIAL SOLUTIONS, LLC (via U.S. Certified Mail); COOLSYS COMMERCIAL & INDUSTRIAL SOLUTIONS, INC. (via U.S. Certified Mail)

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