



January 16, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Romonica Taylor v. Storer Transportation Service, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Romonica Taylor in claims arising from her employment with Storer Transportation Service.; and DOES 1 through 100 (collectively “STS”). Ms. Taylor is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to STS’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

STS employs individuals to transport materials necessary to maintain remote COVID-19 testing sites. Ms. Taylor worked for STS between approximately February 2022 until approximately February 5, 2023. Ms. Taylor’s job duties revolved around transporting materials for mobile COVID-19 testing sites all over the State of California and setting up/supervising said sites. Specifically, Ms. Taylor and other aggrieved employees were made to drive a bus to various “pop-up” COVID-19 testing sites in various cities in California, where they would be tasked with setting up and maintaining the site for the entirety of their shifts without any time for breaks or otherwise. A typical shift for Ms. Taylor and other aggrieved employees would be to: i) leave from the hotels they were made to stay in by STS around 6:30 a.m.; ii) drive the bus containing all of the materials and equipment to the job site they were placed at for the day; iii) set up the testing site so it was ready for operation by 7:00 a.m. (i.e. setting up tents, cones, signs, reception area, intake area, chairs, tables, etc.); iv) stay on the job site until 5-7 p.m., performing any duties asked of them by the medical professionals on site and generally supervising the bus; v) break down the testing site materials to store them back in the bus; and vi) return to the hotel for the evening, at which point they were finally off-duty. Ms. Taylor’s schedule was sporadic depending on the needs of a particular location, but she worked an average of 40-60 hours per week. However, as discussed below, Ms. Taylor worked considerably more hours than she was credited for by STS, who falsely manipulated their hours to reflect that they exercised one hour unpaid meal periods that in reality they were unable to take.

For purposes of this letter, the “aggrieved employees” whom Ms. Taylor seeks to represent are the other non-exempt employees of STS in California at any time during the one year preceding the date of this letter through the present.

Throughout the duration of Ms. Taylor’s employment with STS, Ms. Taylor and other aggrieved employees were not paid for all hours worked as their supervisors intentionally acted to deprive them of compensation that they were duly entitled to through rounding, time shaving, and otherwise manipulating their hours to reflect that they worked fewer hours than they actually did. Ms. Taylor clocked in and out on a paper time sheet, which she would manually fill her hours out on. Ms. Taylor would clock in when she entered her company vehicle at the beginning of her workday, and clocked out upon exiting the company vehicle at the end of her workday. However, upon information and belief, the time records maintained by STS were not reflective of the actual number of hours that Ms. Taylor and other aggrieved employees actually worked. Ms. Taylor does not recall being made to confirm or sign off on her hours worked.

Furthermore, Ms. Taylor and other aggrieved employees worked overtime/doubletime hours, based on the requirements of the IWC Wage Orders, but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime/doubletime hours worked. Upon information and belief, STS systemically failed to pay overtime compensation due to Ms. Taylor and other aggrieved employees when they worked the requisite number of hours to be entitled to such pay. Instead, Ms. Taylor and other aggrieved employees would be paid their normal hourly rate for daily overtime hours worked. Indeed, despite routinely working in excess of the hourly overtime thresholds as outlined in the IWC Wage Orders, Ms. Taylor was generally only paid her normal hourly rate of pay unless she worked in excess of 12.0 hours per day, at which point STS would pay her time and a half for (instead of the double-time pay that she should have been entitled to). Furthermore, Ms. Taylor and other aggrieved employees would be made to falsely state on their time sheets at the express direction of their supervisors that they exercised an unpaid hour-long meal period every shift, when in reality, they were on-duty and working from the moment they left their hotels in the morning to the moment they arrived back at their hotels in the evening. As a result of STS’ policy/practice of manipulating the time records of Ms. Taylor and other aggrieved employees in a manner that served to intentionally undercompensate them, in addition to their blatant failures to pay daily overtime, STS failed to ensure that Ms. Taylor and other aggrieved employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Ms. Taylor and other aggrieved employees received proper overtime/doubletime wages for all overtime/doubletime hours worked in compliance with the IWC Wage Orders.

Ms. Taylor and other aggrieved employees were not authorized to take all legally required rest periods. Ms. Taylor does not recall ever receiving a rest period throughout her employment with STS. Instead, she would be made to work generally throughout the entirety of her shifts without interruption. Indeed, Ms. Taylor and other aggrieved employees were required to be on duty and working for the entirety of their shifts. Ms.

Taylor was expressly instructed by the only two individuals who she was required to report to, Nelson (Last Name Unknown) and Dane (Last Name Unknown), that she was not to leave the bus unattended under any circumstances. Ms. Taylor was consistently and explicitly reminded that she was responsible for the bus and that she could not leave it during working hours. This practice was pervasive throughout Ms. Taylor's employment. Despite STS' failure to authorize and permit Ms. Taylor and other aggrieved employees to take all lawful paid rest periods, due to their uniform and unlawful practices, STS did not provide Ms. Taylor and other aggrieved employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the time period in question, STS maintained no payroll code or another mechanism for the payment of rest period premiums in the event Ms. Taylor and other aggrieved employees were not authorized to take lawful rest periods.

STS also did not provide Ms. Taylor and other aggrieved employees with a legally compliant first meal period when they worked shifts in excess of 6.0 hours. Ms. Taylor and other aggrieved employees rarely, if ever, were entitled to exercise the use of a timely duty-free thirty-minute uninterrupted meal period despite always working at least 6.0 hours in a day. Rather, Ms. Taylor and other aggrieved employees would generally work through their shifts without taking any time for a compliant meal period, instead opting to eat while on-duty attending to the bus, if at all. As discussed above, Ms. Taylor was not permitted to leave the bus unattended at any point during her shift at the explicit direction of the supervisors she reported to and would have to get food delivered to her if she had time to eat during her shifts since she was not allowed to leave the jobsite. Ms. Taylor explicitly complained about this practice to her immediate supervisor "Nelson" on numerous occasions, however Nelson would just tell her that she "had to write in that she took a lunch per California Law", even though he was fully aware that she was not exercising anything resembling a timely duty-free compliant meal period at any point during her employment. Indeed, when Ms. Taylor first commenced employment with STS, she did not write on her time sheets that she exercised a meal period, because she truthfully did not. However, Nelson soon realized this and called her to tell her that she had to write an hour-long meal period in. Ms. Taylor responded to this initial call by stating, "Well, I can't take a lunch break since you require me to be on the job site all day", to which Nelson responded, "I know, just write it in. We have to put in that you took a lunch per the law." Ms. Taylor complained about this practice throughout her employment, as it was not only depriving her of earned wages in that she was working off-the-clock during her hour long "meal periods", but also depriving her of the opportunity to eat at all during her 12+ hour long shifts. Ms. Taylor and the other aggrieved employees were not informed by STS of their legal right to take duty-free uninterrupted meal periods before the conclusion of their fifth hour of work pursuant to Labor Code Section 512 and frequently complained about not receiving them. STS was not only aware of, but actively encouraged this practice. STS also failed to provide second meal periods when Ms. Taylor and other aggrieved employees worked shifts in excess of 10.0 hours. As stated, Ms. Taylor frequently worked in excess of 10 hours during her employment, but she cannot recall ever receiving a second meal period. Despite STS' failure to provide Ms. Taylor and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, STS did not provide

Ms. Taylor and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

Furthermore, STS failed to adequately reimburse Ms. Taylor for all reasonable and necessary work expenditures, including but not limited to, requiring Ms. Taylor to utilize her personal cellular phone in the performance of her work duties at the express direction of her supervisors, in addition to the countless food related expenses she was inherently made to incur by virtue of the fact that she would be made to stay at hotels without kitchens, and thus had no option for food other than to eat out. Despite STS' requirement that Ms. Taylor and other aggrieved employees utilize their personal cellular phones in the performance of their job duties and purchase their own meals while working on remote job sites, upon information and belief they were not ever provided any reimbursement for these expenses.

As a result of STS' failure to accurately compensate Ms. Taylor and other aggrieved employees for all hours worked, failure to pay all minimum and overtime wages, and failures to provide all required meal periods and authorize all rest periods or pay premium pay in lieu thereof, STS has maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and issued inaccurate wage statements.

STS failed to meet its obligations to provide paid sick leave to Ms. Taylor and other aggrieved employees under Labor Code § 245.5(b) which requires that employers authorize and permit its employees who worked 30 or more days within a year to accrue paid sick leave, and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick leave, Ms. Taylor and other aggrieved employees were not provided paid sick leave on those occasions where they needed to take a "sick day" in violation of Labor Code § 245.5(b).

Moreover, STS violated Labor Code § 204 by failing to pay Ms. Taylor and other aggrieved employees all wages earned at least twice during each calendar month.

Finally, STS failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Ms. Taylor and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Ms. Taylor and other aggrieved employees, STS failed to do so, in violation of Labor Code § 2810.5.

As described above, STS committed the following violations of the Labor Code, and the IWS Wage Orders:

Minimum Wage Violations

STS was required to pay Ms. Taylor and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; IWS Wage Orders. As alleged above, STS maintained and maintains timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Ms. Taylor and other aggrieved employees whether by rounding, time-shaving, or otherwise. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Taylor and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

STS was required to pay Ms. Taylor and other aggrieved employees overtime wages for all overtime hours worked. See Labor Code §§ 1194(a) and 1198; IWS Wage Orders. The IWS Wage Orders require an employer to pay overtime wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. At all times relevant herein, STS caused Ms. Taylor and other aggrieved employees to work overtime hours but did not compensate Ms. Taylor and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

STS was also required to pay Ms. Taylor and other aggrieved employees reporting time pay when STS required them to report to work, provided them with minimal hours of work and then failed to compensate them for at least half of the usual or scheduled day's work. See IWS Wage Orders

Meal Period Violations

As alleged above, STS failed to provide Ms. Taylor and other aggrieved employees with all required and compliant meal periods due to STS' meal period policies/practices that often fail to provide 30 minute off-duty first meal periods before the end of the fifth hour of work. See Labor Code §§ 226.7 and 512; IWS Wage Orders. As a result, Ms. Taylor and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, STS also failed to authorize and permit Ms. Taylor and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; IWS Wage Orders. As a result, Ms. Taylor and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Necessary Business Expense

STS was subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” STS was subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged herein, due to STS’ unlawful reimbursement practices, STS failed to indemnify Ms. Taylor and other aggrieved employees for all necessary business expenses incurred, including, among other things, use of their personal cellular phones in the performance of their work duties and food expenses while working on remote job sites. Ms. Taylor and other aggrieved employees were not ever provided any reimbursement for these expenses.

Wage Statement Violations

STS was required to furnish Ms. Taylor and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); IWS Wage Orders. As a result of STS’ failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, STS maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Taylor and other aggrieved employees in violation of Labor Code § 226.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. STS failed to timely pay Ms. Taylor and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages, and all meal and rest period premium wages at the time

of aggrieved employees' separation of employment. Pursuant to Labor Code § 203, STS' failure to pay all final wages due to Ms. Taylor and other aggrieved employees was willful and, consequently, entitles Ms. Taylor and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day STS failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Taylor will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Taylor's own investigation, and on information and belief, STS committed and continues to commit the following Labor Code violations:

- a. STS violated Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Taylor and other aggrieved employees the statutory minimum wage for all hours worked;
- b. STS violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Taylor and other aggrieved employees all overtime compensation earned;
- c. STS violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Taylor and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. STS violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Taylor and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Ms. Taylor and other aggrieved employees at their respective regular rates of compensation;
- e. STS violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Taylor and other aggrieved employees for all work-related expenses incurred;
- f. STS violated Labor Code § 226 by failing to furnish Ms. Taylor and other aggrieved employees with accurate and compliant itemized wage statements;
- g. STS violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment to Ms. Taylor and other aggrieved employees;
- h. STS violated Labor Code § 204 by failing to pay Ms. Taylor and other aggrieved employees all wages earned at least twice during each calendar month;

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- i. STS violated Labor Code § 245.5 by failing to permit and authorize Ms. Taylor and other aggrieved employees to exercise the use of their accrued paid sick leave days;
- j. STS violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Taylor and other aggrieved employees; and
- k. STS violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Ms. Taylor and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and STS if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,
STANSBURY BROWN LAW, PC



Ethan C. Surls

cc: Storer Transportation Service (via certified mail)