

February 13, 2024

Via Online Submission to the LWDA

Inspyr Solutions, LLC
c/o C T Corporation System

Agent for Service:

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RE: *Joshua Markese v. Inspyr Solutions, LLC, et al.*

Dear Labor and Workforce Development Agency,

This office represents Joshua Markese (“Plaintiff”), a former California employee of Inspyr Solutions, LLC (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.*

Plaintiff was employed by Defendants in California as an hourly, non-exempt employee. Herein we set forth the facts and theories of violations of Labor Code Sections 201, 202, 203, 204, 210, 221-223, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, and 1198, which we allege Defendant engaged in with respect to his employment, as well as the employment of all other non-exempt employees employed by Defendant in California (“aggrieved employees”).

Defendant failed to pay all wages (including minimum and overtime wages) to Plaintiff and other aggrieved employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order when Defendant failed to properly compute, compile, account for and pay Plaintiff and other aggrieved employees for the hours they worked. More specifically, Defendant (i) failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked; (ii) implemented a uniform and unlawful policy of rounding the actual time worked and recorded by Plaintiff and other aggrieved employees, so that during the course of their employment, Plaintiff and other aggrieved employees were paid less than they would have been paid had they been paid for the actual recorded time rather than “rounded” time; (iii) automatically deducted or adjusted time for meal periods regardless of whether employees were provided meal breaks or not; (iv) pressured Plaintiff and other aggrieved employees to work off-the-clock due to the demands of the job; and (v) failed to record and compensate all hours worked by Plaintiff and other aggrieved employees at their appropriate rates of pay.

Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the applicable IWC Wage Order. Plaintiff and other aggrieved employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 5 hours, or a second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 10 hours, but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted meal period. When Defendant did pay premiums, the premiums were paid at the regular hourly rate instead of at the regular rate. Defendant auto-deducted time for meal periods, whether or not the employee actually took mealtime. Further, Defendant failed to maintain records of the beginning and end times of hours worked, including meal periods, in violation of Labor Code Sections 1174 and 1174.5.

Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC Wage Order. Plaintiff and other aggrieved employees were routinely unable, and not authorized, to take paid 10-minute uninterrupted rest periods for every 4 hours worked or major fraction thereof but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted rest period. When Defendant did pay premiums, the premiums were paid at the regular hourly rate instead of at the regular rate.

Defendant failed to issue Plaintiff and other aggrieved employees wage statements that fully and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation of Labor Code Section 226 and 226.3. In addition to the failure to accurately state the gross wages earned, the net wages earned, and total hours worked as a result of the violations described above, Plaintiff and other aggrieved employees received wage statements that failed to accurately state total hours worked, all applicable hourly rates in effect during the pay period, and the number of piece-rate units earned and any applicable piece rate.

Defendant further failed to pay Plaintiff and other aggrieved employees all wages due at throughout their employment and at the separation of their employment based on the time frames required by Labor Code Sections 201-204 and 210 as a result of the violations described above. Defendant further specifically violated Labor Code Sections 204 and 210 by failing to pay wages within the time periods set forth in Labor Code Section 204 when it paid wages more than 7 days after the close of its bi-weekly pay periods.

Thank you. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

STARPOINT, LC



AIDIN GHAVIMI, ESQ.