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March 26, 2024

Labor and Workforce Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, California 90013

Via Email Submission Only

C T Corporation, Agent of Service of Process
Robert Half Inc.
330 N Brand Boulevard
Glendale, California 91203

Via Certified Mail.
(Return Receipt Requested)

Lisa Morris, Agent of Service of Process
Crystal Stairs, Inc.
5110 West Goldleaf Circle, Suite 150
Los Angeles, California 90056

Via Certified Mail.
(Return Receipt Requested)

PRIVATE ATTORNEY GENERAL ACT NOTICE

Re: ***NOTICE PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2699.3 ("PAGA")
RE: ROBERT HALF INC. AND CRYSTAL STAIRS, INC.***

Dear Sir or Madam:

This firm represents Rainyia Champagne Hart (herein referred to as "Plaintiff"), who was a previous employee of *Robert Half Inc.* ("Defendant Half") and *Crystal Stairs, Inc.* ("Defendant Crystal" and collectively "Defendants.") Pursuant to California Labor Code § 2699.3(a), we are providing written notice that Defendants are in violation of various provisions of the California Labor Code (including under California Labor Code § 558.1.) Plaintiff intends on filing a complaint

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under PAGA against Defendants in Superior Court pursuant to California Labor Code § 2699 (as well as class action claims) on behalf of Plaintiff's self and all non-exempt and/or hourly employees who worked for Defendants in California within the relevant time period ("Aggrieved Employees.") Defendant Half is in the business of providing staffing services, Defendant Crystal is in the business of child care and development services.

Plaintiff was hired by Defendant Half and began work with Defendant Crystal on or about March 10, 2023, and her employment was terminated on or about July 28, 2023.

Plaintiff has claims of overtime, rest breaks and meal periods.

Plaintiff would be required to turn in her timesheet to her supervisor at Defendant Crystal towards end of the workday for signature. Once the supervisor at Defendant Crystal signed off on the timesheet was when Plaintiff would be able to turn in the timesheet to Defendant Half, when Plaintiff clocks out. On the day of Plaintiff's termination, 2 supervisors were required to sign the timesheet before Plaintiff could turn it in to Defendant Half. Unfortunately, 1 supervisor did not sign until approximately 15 minutes after Plaintiff had to clock out of work. Plaintiff was not paid for this overtime.

During the Plaintiff's tenure with Defendants, Plaintiff consistently worked more hours than her scheduled shifts while completing tasks for the Defendants' customers. However, Plaintiff was not fully compensated for the additional hours worked beyond her regular schedule. The inaccuracies in her timesheets give rise to legitimate claims for unpaid overtime, as these timesheets failed to accurately reflect the extra hours she dedicated to her work.

The Plaintiff's meal periods were frequently interrupted or missed entirely as Defendants prioritized Plaintiff completing assigned tasks over taking her proper meal periods. Defendants failed to compensate her for this overtime, which she is rightfully owed. Additionally, there were instances when the Plaintiff began working before her assigned hours while off the clock. Furthermore, even after Plaintiff clocks out at her assigned hours as required by Defendants, the Plaintiff often continued working, often to complete timesheets. Plaintiff was not paid the overtime by Defendants.

While working, Plaintiff would be unable to take her rest breaks and her meal breaks would often be late, interrupted, or missed altogether. Defendants required Plaintiff to falsely claim on Plaintiff's timesheets to have taken meal periods. Plaintiff was not compensated for the missed meal periods, occurring three times a week.

During the relevant time period, Defendants did not provide compliant meal periods and did not authorize and permit lawful rest breaks for Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees regularly worked in excess of five (5) hours a day without being provided at least half hour meal periods prior to the start of the fifth hour in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and the Wage Order. This was done by, among other things, Defendants exercising control



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over meal periods or causing meal periods to be late, interrupted, cut short or missed altogether. In fact, they were regularly required to work through all or part of their meal periods. The above items include not being provided a compliant second meal period for shifts worked over 10 hours as well. Moreover, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for instances where Defendants failed to provide the Aggrieved Employees the opportunity to take a compliant first and/or second meal period.

Additionally, Plaintiff and other Aggrieved Employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226. 7, 512 and the Wage Order. This again includes exerting control over Aggrieved Employees during their rest breaks. Despite this, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for the numerous instances where Defendants failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours, second a rest break for shifts of more than 6 hours, or a third rest break for shifts in excess of 10 hours. Simply, Defendants failed to make available to the Aggrieved Employees proper rest breaks in compliance with California law.

Furthermore, by making Plaintiff and Aggrieved Employees work through all or part of their meal periods but still deducting this time from their pay, Defendants has failed to pay all wages due (including minimum wage and the resulting liquidated damages) in violation of, among other things, California Labor Code §§ 204, 210, 558 1194, 1194.2, 1197 and 1197.1 and 1198. Additionally, based on the hours worked, this extra time would be overtime, resulting in a violation of California Labor Code § 510 as well. That is in addition to the fact that Defendants did not pay overtime for all hours worked over 8 hours in a day or 40 in a week. However, that is not the only overtime violation. Plaintiff often worked before and after clocking in and out of a shift and was not paid for the hours she worked. This affects not just the rate owed for the overtime hours that were paid, but also the above overtime hours owed when they were required to work off the clock.

Defendants failed to maintain records as required under California Labor Code §§ 226, 226.2, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each meal period, California Labor Code § 248 and 248.6; and accurate itemized statements.

Defendants knew they were not providing their non-exempt employees with proper meal and rest periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation for each missed meal and rest period. Additionally, Defendants required non-exempt employees to work off the clock and intentionally failed to compensate them for this time. Defendants also illegally and inaccurately recorded the time in which Plaintiff and Aggrieved Employees and/or failed to maintain records of all hours worked by Plaintiff and Aggrieved Employees. In other words, Defendants failed to maintain records relating to hours worked and meal periods taken by Plaintiff and Aggrieved Employees and compensated Plaintiff and Aggrieved Employees based upon their work schedule and not the hours worked by Plaintiff and Aggrieved



Employees. The time records reflect Defendants' work schedules for Plaintiff and Aggrieved Employees and not the actual hours worked.

Due to the above actions, Defendants failed to record hours and meal periods in violation of, among others, California Labor Code § 1174 and the Industrial Wage Order. Defendants also failed to maintain accurate payroll records as required by California Labor Code §§ 226, 226.3 and 1198, as well as the Industrial Wage Order. Furthermore, Defendants failed to provide accurate itemized wage statements in violation of California Labor Code § 226 and 226.3 including, among other things, that they did not list the accurate gross and net wages earned, hours worked and applicable rates, and did not include meal period and rest break premiums.

Lastly, due to the above violations, Aggrieved Employees who are no longer employed by Defendants were not paid all wages owed at the end of their employment in violation of, among other things, California Labor Code §§ 201-203, 204 and 558.

Therefore, Defendants is in violation of California Labor Code § 2699.5 including but not limited to the following¹:

1. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
2. California Labor Code §§ 226.7 (Unpaid Rest Break Premiums);
3. California Labor Code § 226(a) and 226.3(Non-compliant Wage Statements);

¹Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes, each of the following, as is set forth in California Labor Code Section 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

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4. California Labor Code §§ 1198 (Standard Conditions of Labor);
5. California Labor Code §§ 1174, Industrial Wage Order (Failure to Maintain Records);
6. California Labor Code §§ 201, 202 and 203, (Wages Not Timely Paid Upon Termination);
7. California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (Unpaid Minimum Wages);
8. California Labor Code §§ 510 and 1198 (Unpaid Overtime)
9. California Labor Code §§ 204, 210, and 558 (Failure to Pay All Wages).

Pursuant to California Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants' agent for service and Defendants by certified mail.

Please contact me directly if you have any questions or wish to discuss this matter further. I can be reached by email at marcia@guzmanandtokar.com or you may call our office at (626) 427-7128.

Very truly yours,



Marcia Guzman, Esq.
/s/ Victoria Tokar, Esq.

MG/ga/ah
CC: Rainyia Champagne Hart

