

06/07/2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JILL GREEN, as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

WIS IVS, LLC f/k/a RGIS, LLC, a
Delaware limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: **24CV011318**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Jill Green, as an aggrieved employee and on behalf of the State of California
2 and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on April 2, 2024, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants filed Statement of Information forms with the California Secretary of State designating a California principal place of business in Sacramento, County of Sacramento, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ or employed persons within this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in the county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Jill Green is a resident of Alhambra, in Los Angeles County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2019 to June 2023. Plaintiff worked for Defendants as an Auditor/Driver out of their South Pasadena, California office. During her employment, Plaintiff typically worked six (6) or more hours per day and three (3) to four (4) days per week. At the time Plaintiff's employment with Defendants ended, she earned approximately \$17.57 per hour. Her job duties included, without limitation, operating a mobile scanning device, scanning bar codes of items to track clients' inventory, and driving other employees to and from assigned locations.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented new hires with a "Dispute Resolution Program Booklet" ("Arbitration Agreement") during the onboarding process, which had to be reviewed and signed immediately. In fact, upon information and belief, the Arbitration

1 Agreement was one of several documents presented to new employees for signature during the
2 orientation process, including the Notice Concerning Use of Global Positioning System
3 (GPS), Personal Vehicle Use Acknowledgment, and Onboarding Site Consent to Proceed
4 Electronically, among other documents. Also, employees did not have a meaningful
5 opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to
6 Defendants' employees for them to sign on a take-it or leave-it basis at the time they were
7 hired, along with all of the other on-boarding documents.

8 8. WIS IVS, LLC f/k/a RGIS, LLC was and is, upon information and belief, a
9 Delaware limited liability company, and at all times hereinafter mentioned, an employer
10 whose employees are engaged throughout this county and the State of California.

11 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
12 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
13 amend the complaint and serve such fictitiously named Defendants once their names and
14 capacities become known.

15 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
16 were the partners, agents, owners, or managers of WIS IVS, LLC f/k/a RGIS, LLC at all
17 relevant times.

18 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
19 acts and omissions alleged herein was performed by, or is attributable to, WIS IVS, LLC f/k/a
20 RGIS, LLC and/or DOES 1 through 10 (collectively, "Defendants" or "RGIS"), each acting as
21 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
22 other co-Defendants and was acting within the course and scope of such agency, employment,
23 joint venture, or concerted activity with legal authority to act on the others' behalf. The acts
24 of any and all Defendants were in accordance with, and represent, the official policy of
25 Defendants.

26 12. At all relevant times, Defendants, and each of them, ratified each and every act
27 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
28 and abetted the acts and omissions of each and all the other Defendants in proximately causing

1 the damages herein alleged.

2 13. Plaintiff is informed and believes, and thereon alleges, that each of said
3 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
4 omissions, occurrences, and transactions alleged herein.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 14. Defendants offer and provide inventory tracking, retail merchandising, and
7 store layout services throughout the United States, including California. Upon information
8 and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at
9 their corporate headquarters in Auburn Hills, Michigan, which is responsible for recruiting
10 and hiring of new employees, and communicating and implementing Defendants’ company-
11 wide policies, including timekeeping policies and meal and rest period policies, to employees
12 throughout California.

13 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
14 information and belief, received the same standardized documents and/or written policies.
15 Upon information and belief, the usage of standardized documents and/or written policies,
16 including new-hire documents, indicate that Defendants dictated policies at the corporate level
17 and implemented them company-wide, regardless of their employees’ assigned locations or
18 positions. Upon information and belief, Defendants set forth uniform policies and procedures
19 in several documents provided at an employee’s time of hire.

20 16. Upon information and belief, Defendants maintain a centralized Payroll
21 department at their corporate headquarters in Auburn Hills, Michigan, which processes payroll
22 for all non-exempt, hourly paid employees working for Defendants at their various locations
23 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.
24 Based upon information and belief, Defendants issue the same formatted wage statements to
25 all non-exempt, hourly paid employees in California, irrespective of their work locations.
26 Upon information and belief, Defendants process payroll for departing employees in the same
27 manner throughout the State of California, regardless of the manner in which each employee’s
28 employment ends.

1 17. Defendants continue to employ non-exempt or hourly paid employees in
2 California.

3 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
5 and advisors knowledgeable about California labor and wage law, employment and personnel
6 practices, and about the requirements of California law.

7 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
8 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
9 were not recorded.

10 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive certain wages for overtime compensation and that they were not receiving certain
13 wages for overtime compensation.

14 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that other non-party Aggrieved Employees were entitled to be paid at a
16 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
17 period premiums, that included as eligible income all remuneration required by law, including
18 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
19 other forms of compensation, but failed to include all forms of remuneration in calculating the
20 regular rate of pay for other non-party Aggrieved Employees.

21 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive at least minimum wages for compensation and that they were not receiving at least
24 minimum wages for work that was required to be done off-the-clock. In violation of the
25 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
26 least minimum wages for work done off-the-clock.

27 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
2 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
4 other non-party Aggrieved Employees were not provided with all meal periods or payment of
5 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
6 uninterrupted, thirty (30) minute meal period.

7 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
10 payment of one (1) additional hour of pay at their regular rates of pay when they were not
11 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
12 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
13 provided with payment of one (1) additional hour of pay at their regular rates of pay when
14 they were not authorized and permitted to take a compliant rest period.

15 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 receive complete and accurate wage statements in accordance with California law. In
18 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
19 were not provided complete and accurate wage statements.

20 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that they had a duty to maintain accurate and complete payroll records in
22 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
23 knowingly, and intentionally failed to do so.

24 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 timely payment of all wages earned upon termination of employment. In violation of the
27 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
28 payment of all wages due, including, but not limited to, overtime wages, minimum wages,

1 meal and rest period premiums, sick leave pay, and/or reporting time pay, and within
2 permissible time periods.

3 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 timely payment of wages during their employment. In violation of the California Labor Code,
6 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
7 including, but not limited to, overtime wages, minimum wages, meal and rest period
8 premiums, sick leave pay, and/or reporting time pay, within permissible time periods.

9 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 payment of wages as designated by statute. In violation of the California Labor Code,
12 Defendants secretly paid Plaintiff and other non-party Aggrieved Employees lower wages
13 than required by statute while purporting to pay them proper wages.

14 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and/or other non-party Aggrieved Employees who worked in
16 excess of 30 days for Defendants in California were entitled to one hour of paid sick leave for
17 every 30 hours worked to be paid at a regular rate of pay, that included, as eligible income, all
18 income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
19 compensation, and to receive itemized wage statements or separate written statements
20 showing the amount of paid sick leave. In violation of the California Labor Code, Defendants
21 failed to provide Plaintiff and/or other non-party Aggrieved Employees with all sick leave
22 benefits, failed to include all forms of remuneration in calculating the regular rate of pay for
23 sick leave pay, and failed to provide Plaintiff and/or other non-party Aggrieved Employees
24 with written itemized wage statements showing this information.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 be paid reporting time pay when they reported to work for their usual or scheduled shift but
28 were put to work for less than half of the usual or scheduled shift. In violation of the

1 California Labor Code and applicable IWC Wage Order, Defendants did not pay Plaintiff and
2 other non-party Aggrieved Employees all reporting time pay due.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive split shift premium pay when Defendants required Plaintiff and other non-party
6 Aggrieved Employees to return to work for an additional shift in the same day, after having
7 been clocked out for more than an hour. In violation of the California Labor Code and
8 applicable IWC Wage Order, Defendants did not pay Plaintiff and other non-party Aggrieved
9 Employees all split-shift premiums due.

10 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive reimbursement for all business-related expenses and costs they incurred during the
13 course and scope of their employment and that they did not receive reimbursement of
14 applicable business-related expenses and costs incurred.

15 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide
17 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
18 of their employment with Defendants as required by the California Wage Theft Prevention
19 Act, but failed to do so.

20 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants knew or should have known that they had a duty to compensate
22 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
23 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
24 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
25 that they were properly denied wages, all in order to increase Defendants' profits.

26 36. At all times herein set forth, PAGA provides that any provision of law under
27 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
28 assessed and collected by the LWDA for violations of the California Labor Code and

1 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
2 civil action brought on behalf of themselves and other current or former employees pursuant
3 to procedures outlined in California Labor Code section 2699.3.

4 37. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
5 person who was employed by the alleged violator and against whom one or more of the
6 alleged violations was committed.”

7 38. Plaintiff and other current and former employees of Defendants are “aggrieved
8 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
9 or former employees and one or more of the alleged violations were committed against them.

10 39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
11 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
12 following requirements have been met:

- 13 (a) The aggrieved employee shall give written notice by online filing
14 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
15 to the employer of the specific provisions of the California Labor Code
16 alleged to have been violated, including the facts and theories to support
17 the alleged violations.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(a) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).
- 21 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
22 employer and the aggrieved employee by certified mail that it does not
23 intend to investigate the alleged violation within sixty (60) calendar
24 days of the postmark date of the Employee’s Notice. Upon receipt of
25 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
26 five (65) calendar days of the postmark date of the Employee’s Notice,
27 the aggrieved employee may commence a civil action pursuant to
28 California Labor Code section 2699 to recover civil penalties in addition

1 to any other penalties to which the employee may be entitled.

2 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
3 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
4 provision other than those listed in Section 2699.5 after the following requirements have been
5 met:

- 6 (a) The aggrieved employee or representative shall give written notice by
7 online filing to the LWDA and by certified mail to the employer of the
8 specific provisions of the California Labor Code alleged to have been
9 violated (other than those listed in Section 2699.5), including the facts
10 and theories to support the alleged violation.
- 11 (b) An aggrieved employee's notice filed with the LWDA pursuant to
12 2699.3(c) and any employer response to that notice shall be
13 accompanied by a filing fee of seventy-five dollars (\$75).
- 14 (c) The employer may cure the alleged violation within thirty-three (33)
15 calendar days of the postmark date of the notice. The employer shall
16 give written notice by certified mail within that period of time to the
17 aggrieved employee or representative and the agency if the alleged
18 violation is cured, including a description of actions taken, and no civil
19 action pursuant to Section 2699 may commence. If the alleged violation
20 is not cured within the 33-day period, the employee may commence a
21 civil action pursuant to Section 2699.

22 41. On April 2, 2024, Plaintiff provided written notice by online filing to the
23 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
24 Code alleged to have been violated, including facts and theories to support the alleged
25 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
26 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
27 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
28 Plaintiff PAGA Case Number LWDA-CM-1020021-24. A true and correct copy of Plaintiff's

1 written notice to the LWDA and Defendants dated April 2, 2024, is attached hereto as
2 “Exhibit 1.”

3 42. As of the filing date of this complaint, over 65 days have passed since Plaintiff
4 sent the initial written notice described above, and the LWDA has not responded that it
5 intends to investigate Plaintiff’s claims, and Defendants have not cured the violations.

6 43. Thus, Plaintiff has satisfied the administrative prerequisites under California
7 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
8 violations of California Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 246, 510,
9 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

10 44. Labor Code section 558(a) provides “[a]ny employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare
13 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid” Labor
17 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
18 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
19 as a private attorney general, seeks assessment and collection of civil penalties under Labor
20 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
21 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
22 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as private
23 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
24 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order.

26 45. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
28 Employees’ rights by violating various sections of the California Labor Code as set forth

1 above.

2 46. As set forth below, Defendants have violated numerous provisions of both the
3 California Labor Code sections regulating hours and days of work as well as the applicable
4 IWC Wage Order.

5 47. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
6 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
7 private attorney general, seeks assessment and collection of civil penalties for herself, all other
8 non-party Aggrieved Employees, and the State of California against Defendants for violations
9 of California Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 246, 510, 512(a), 516,
10 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

11 **FIRST CAUSE OF ACTION**

12 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

13 **(Against all Defendants)**

14 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 49. California Labor Code §§ 2698, *et seq.* (“PAGA”) permit Plaintiff to recover
17 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
18 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 223, 226(a),
19 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
20 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
21 those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12,
22 and 2810.5.

23 50. Defendants’ conduct, as alleged herein, violates numerous sections of the
24 California Labor Code, including, but not limited to, the following:

- 25 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
26 Wage Order for Defendants’ failure to compensate Plaintiff and other
27 non-party Aggrieved Employees with all required overtime, as set forth
28 below;

- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to other non-party Aggrieved Employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (f) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;

- 1 (j) Violation of Labor Code section 223 for secretly paying Plaintiff and
2 other non-party Aggrieved Employees lower wages than required by
3 statute, while purporting to pay the proper wages, as set forth below;
- 4 (k) Violation of Labor Code section 246 for failure to provide all paid sick
5 leave benefits and written notice of paid sick leave benefits, as set forth
6 below;
- 7 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
8 Order for failure to pay reporting time pay when Plaintiff and other non-
9 party Aggrieved Employees were put to work for less than half of their
10 usual or scheduled shifts, as set forth below;
- 11 (m) Violation of Labor Code section 1198 and the applicable IWC Wage
12 Order for failure to pay split-shift premiums when Plaintiff and other
13 non-party Aggrieved Employees returned to work for an additional shift
14 in the same day, after having been clocked out for more than an hour, as
15 set forth below;
- 16 (n) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
17 and other non-party Aggrieved Employees for all business expenses
18 necessarily incurred, as set forth below; and
- 19 (o) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
20 provide written notice of information material to Plaintiff's and other
21 non-party Aggrieved Employees' employment with Defendants, as set
22 forth below.

23 **FAILURE TO PAY OVERTIME**

24 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

25 51. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable wage order. California Labor Code
27 section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall
28 be the . . . standard conditions of labor for employees. The employment of any employee . . .

1 under conditions of labor prohibited by the order is unlawful.”

2 52. California Labor Code section 1198 and the applicable IWC Wage Order
3 provide that it is unlawful to employ persons without compensating them at a rate of pay
4 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 53. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
8 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
9 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
10 (40) hours in a workweek.

11 54. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
13 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
14 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
15 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

16 55. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
19 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
20 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
21 in a day on the seventh (7th) day of work.

22 56. During the relevant time period, Defendants willfully failed to pay all overtime
23 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
24 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
25 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
26 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
27 not recorded.

28 57. First, during the relevant time period, Defendants had, and continue to have, a

1 policy and/or practice of limiting overtime accrual by incorrectly categorizing hours worked
2 as "Travel Time." Defendants scheduled job assignments that required travel between
3 multiple locations, which were recorded, categorized, and paid for at a lower Travel Time rate
4 of pay. When Plaintiff and other non-party Aggrieved Employees completed their
5 assignments at one location early and traveled to another location, they were sometimes
6 required to wait to begin their new location's assignments until the scheduled start time.
7 When this occurred, the time Plaintiff and other non-party Aggrieved Employees spent under
8 the company's control was not counted toward overtime hours at their regular rate and they
9 were not compensated at their regular rate of pay as hours worked. Instead, this time was
10 compensated at the lower Travel Time rate. For instance, during a job assignment that
11 included inventorying multiple client locations, Plaintiff and other non-party Aggrieved
12 Employees completed their work, traveled to the next location, and were forced to spend time
13 waiting before starting at the next location. Instead of categorizing and compensating the time
14 Plaintiff and other non-party Aggrieved Employees spent under Defendants' control at their
15 regular rate of pay, they were only compensated at the lower Travel Time rate of pay. Thus,
16 due to Defendants' failure to correctly categorize time worked, Plaintiff and other non-party
17 Aggrieved Employees were paid a rate lower than their regular rate of pay and were denied
18 overtime hours paid at their regular rate.

19 58. Second, Defendants had, and continue to have, a company-wide policy and/or
20 practice of failing to accurately record hours worked by their employees and thus restricted
21 overtime accrual. Defendants implemented a timekeeping system for recording hours
22 completed in their client's store locations that did not permit employees to track and record
23 their actual hours worked. Instead, Defendants had their supervisors carry a timekeeping
24 device on their person at all times and thus maintained control over employee punch-in and
25 punch-out times. Thus, Plaintiff and other non-party Aggrieved Employees could only be
26 clocked in and clocked out when they physically located their site supervisor, waited in a line
27 of employees for five (5) minutes while off-the-clock and under Defendants' control, and
28 presented their employee badge to the supervisor. Plaintiff and other non-party Aggrieved

1 Employees were not compensated for the time they remained under the control of Defendants
2 before their supervisors clocked them in or after their supervisors clocked them out, because
3 Defendants' timekeeping does not allow employees to record this time. Instead, the
4 timekeeping system grants the supervisor exclusive control and discretion over the employee's
5 time records.

6 59. For instance, after reporting to work on time, other non-party Aggrieved
7 Employees had to wait to clock in due to the supervisor's tardiness but were not paid for this
8 time. As a further example, after being clocked out for their meal periods by their supervisor,
9 other non-party Aggrieved Employees spent time walking through the store in order to leave
10 the premises. Moreover, due to Defendants' practice and/or policy of scheduling shifts
11 outside of daytime business hours, Plaintiff and other non-party Aggrieved Employees were
12 required to enter the store locations only during specific time periods when the store doors
13 would be temporarily opened. For example, Plaintiff and other non-party Aggrieved
14 Employees were sometimes forced to wait five (5) to ten (10) minutes to enter the location
15 and clock-in with the supervisor to start their shifts or when returning from their meal periods.
16 Additionally, due to this scheduling practice, other non-party Aggrieved Employees were also
17 forced to cut short their meal periods in order to clock in with the supervisor at the scheduled
18 start time or face discipline. Because other non-party Aggrieved Employees could only enter
19 the store locations during specific time periods, other non-party Aggrieved Employees were
20 forced to shorten their meal periods, in order to be let back into their location for the start of
21 their scheduled shifts. In addition, as stated, once inside the store, Plaintiff and other non-
22 party Aggrieved Employees spent time locating the one (1) supervisor for clock-in purposes,
23 who was not always prepared and/or would not allow employees to clock in immediately, and
24 waited in a line of employees before they could clock in. Thus, Defendants failed to track this
25 time spent working off the clock before scheduled shifts and during meal periods, and Plaintiff
26 and other non-party Aggrieved Employees did not receive any compensation for this time they
27 remained under Defendants' control.

28 60. Third, during the relevant time period, Defendants had a policy of improperly

1 rounding other non-party Aggrieved Employees' clock-in and clock-out duration times in their
2 timekeeping system. Defendants' rounding policy resulted in the failure to compensate other
3 non-party Aggrieved Employees fully for all hours worked, causing other non-party
4 Aggrieved Employees to not be paid overtime wages for all of the overtime hours they
5 actually worked. Upon information and belief, Defendants' rounding policy is, and continues
6 to be, unfair and has, over time, resulted in the underpayment of wages to other non-party
7 Aggrieved Employees. To the extent Defendants' rounding policy has taken away time
8 worked that was eligible for overtime, other non-party Aggrieved Employees were denied
9 overtime pay for all hours worked.

10 61. Fourth, Defendants had a company-wide policy that required their employees to
11 be subject to clients' health screening policies that required Plaintiff and other non-party
12 Aggrieved Employees to undergo mandatory COVID-19 temperature checks and/or health
13 screenings upon entering the facility, but before clocking in for their scheduled shifts. Prior to
14 their shifts, Plaintiff and other non-party Aggrieved Employees were required to spend
15 approximately five (5) minutes undergoing a temperature check, before being permitted to
16 clock in for their shifts. Even though Defendants required these health screenings, Defendants
17 did not provide Plaintiff and other non-party Aggrieved Employees a mechanism to record
18 this time worked so they could be compensated for the time spent undergoing mandatory
19 temperature checks and/or health screenings.

20 62. Additionally, Defendants had a company-wide policy that required their
21 employees to be subject to clients' loss prevention policies, which resulted in Plaintiff and
22 other non-party Aggrieved Employees undergoing mandatory security checks before leaving
23 clients' premises, while off-the-clock. For example, after clocking out at the end of her shift
24 or for a meal period, Plaintiff was required to wait for at least one (1) minute for a client's
25 employee to become available and check her belongings and person for merchandise.
26 Although Defendants' requirement that Plaintiff and other non-party Aggrieved Employees
27 undergo security checks was mandatory, Defendants did not compensate them for the time it
28 took to wait for a client's employee to become available and undergo these checks. Thus,

1 Plaintiff and other non-party Aggrieved Employees were not compensated for the time spent
2 waiting and undergoing security screenings while off-the-clock.

3 63. Fifth, in conjunction with their policy on limiting overtime accrual, Defendants
4 had, and continue to have, a company-wide policy and/or practice of requiring Plaintiff and
5 other non-party Aggrieved Employees to perform work off-the-clock before and after their
6 shifts. For example, about three (3) times per week, when performing her job duties as a
7 driver employee, Plaintiff was required to spend up to 15 minutes prior to clocking in
8 communicating with supervisors, loading ladders and inventory counting equipment onto
9 company vehicles, confirming the number of employees she would be transporting to a client
10 location. Moreover, once she arrived at the assigned client location, she was required to
11 unload the same equipment and materials from the company vehicles before clocking in.
12 Similarly, when performing her job duties as a driver employee, Plaintiff was required to
13 continue working for about seven (7) minutes after clocking out at the end of her shift,
14 completing tasks such as unloading equipment and completing administrative tasks once back
15 at Defendants' office, before she could leave for the day. When this occurred, Plaintiff and
16 other non-party Aggrieved Employees were unable to record this off-the-clock work because
17 Defendants did not provide them a means to account for this time. This off-the-clock work
18 could have been recorded by Defendants, but refused to do so to avoid payment of overtime
19 wages to Plaintiff and other non-party Aggrieved Employees.

20 64. Sixth, as stated, Defendants had, and continue to have, a company-wide policy
21 and/or practice of understaffing their jobsites and inventory crews while assigning heavy
22 workloads, resulting in a failure to provide other non-party Aggrieved Employees with
23 adequate meal period coverage. As a result of this lack of meal period coverage, other non-
24 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods
25 during shifts when they were entitled to receive a meal period. In addition, Defendants also
26 had a practice of failing to schedule meal periods, which further caused other non-party
27 Aggrieved Employees to not be relieved of their duties for compliant meal periods. Thus,
28 other non-party Aggrieved Employees worked through their meal periods and/or had meal

1 periods interrupted or cut short in order to complete their assigned workloads. Defendants did
2 not pay other non-party Aggrieved Employees for the time they continued to perform tasks
3 during meal periods.

4 65. Seventh, on information and belief, because Defendants frowned upon
5 employees accruing meal period penalties, Defendants' management pressured other non-
6 party Aggrieved Employees to clock out for meal periods and/or adjusted or rounded
7 employees' meal period start and stop times in Defendants' timekeeping system to reflect
8 compliant meal periods regardless of whether they had received a compliant meal period or
9 not, in order to strictly limit the meal penalties that would need to be paid by Defendants.
10 Alternatively, Defendants implemented a company-wide practice and/or policy of
11 automatically deducting meal periods from other non-party Aggrieved Employees' time
12 records. Thus, Defendants did not record all hours worked during meal periods, and other
13 non-party Aggrieved Employees performed work during meal periods for which they were not
14 paid.

15 66. Defendants knew or should have known that as a result of these company-wide
16 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were working
17 before and after their shifts and during their meal periods, and were suffered or permitted to
18 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
19 Employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more,
20 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
21 other non-party Aggrieved Employees were not paid overtime wages for all of the overtime
22 hours they actually worked.

23 67. Furthermore, Defendants did not pay Plaintiff and other non-party Aggrieved
24 Employees the correct overtime rate for the recorded overtime hours that they generated. As
25 stated above, Defendants failed to correctly categorize hourly rates of pay, such as only
26 paying a Travel Time rate for Plaintiff and other non-party Aggrieved Employees during
27 certain hours worked, instead of their regular rate of pay. In addition to an hourly wage,
28 Defendants paid other non-party Aggrieved Employees incentive pay, nondiscretionary

bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants 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 other non-party Aggrieved Employees worked overtime and received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

68. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PAY MINIMUM WAGES

VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198

69. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less 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)(K) (defining "Hours Worked").

70. As stated above, due to Defendants' company-wide policies and/or practices of limiting overtime accrual, Defendants failed to record all hours worked by Plaintiff and other non-party Aggrieved Employees. As stated, Plaintiff and other non-party Aggrieved Employees were required to work off-the-clock before and after their scheduled shifts and during their unpaid meal periods, waiting to enter the jobsite/location and clock-in with the supervisor to start their shifts or when returning from their meal periods, waiting in a long line of employees to clock in, undergoing temperature checks and/or health screenings, undergoing

1 security screenings, communicating with supervisors, loading and unloading ladders and
2 inventory counting equipment onto and off company vehicles, and completing administrative
3 tasks. Furthermore, as stated, Defendants had a policy and/or practice of rounding other non-
4 party Aggrieved Employees' hourly clock-in and/or clock-out times in their timekeeping
5 system to the start and/or end of their scheduled shift times, resulting in the failure to
6 compensate them for all hours worked.

7 71. Furthermore, as set forth above, due to Defendants' uniform practice of
8 understaffing, assignment of heavy workloads, failure to schedule meal periods, and resultant
9 lack of meal period coverage, other non-party Aggrieved Employees were impeded from
10 taking all uninterrupted meal periods to which they were entitled and were required to work
11 off-the-clock during meal periods. Also, as stated, in order to prevent employees from
12 accruing meal period penalties, upon information and belief, Defendants' management
13 pressured other non-party Aggrieved Employees to clock out for meal periods,
14 adjusted/rounded employees' timesheets to reflect compliant meal periods, and/or
15 automatically deducted 30-minute meal periods from other non-party Aggrieved Employees'
16 time records even when meal periods were missed, short, and/or interrupted. Consequently,
17 Defendants systematically failed to pay other non-party Aggrieved Employees for actual hours
18 worked during unpaid meal periods because these hours were not always correctly recorded.

19 72. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
20 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
21 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
22 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
23 1194, 1197, and 1198.

24 73. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
25 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
26 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
27 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

28 //

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

74. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

75. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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).

76. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

77. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and 1198, 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.

78. First, as stated above, Defendants had, and continue to have, a company-wide policy and/or practice of failing to accurately record hours worked due to Defendants' timekeeping system that does not permit employees to track and record their actual hours worked. Instead, Defendants had their supervisors carry a timekeeping device on their person at all times and maintained control over employee punch-in and punch-out times. As a result, other non-party Aggrieved Employees were forced to work off-the-clock and have their meals

1 cut short, but were not provided a means by Defendants to account for this time.

2 79. Second, as stated above, Defendants had, and continue to have, a company-
3 wide policy and/or practice of scheduling shifts outside of customary daytime business hours
4 while implementing a timekeeping system that did not permit or allow employees to track and
5 record their actual hours worked. As a result, employees were forced to shorten their meals in
6 order to enter the location when the doors were temporarily open and, thus, clock-in with the
7 supervisor or face discipline for being late. In addition, once inside the location, other non-
8 party Aggrieved Employees spent time locating the supervisor for clock in purposes, who was
9 not always prepared and/or would not allow employees to clock in immediately. As also
10 stated, due to Defendants' practices and/or policies of requiring employees to undergo
11 mandatory security checks before leaving clients' premises after clocking out for a meal
12 period, Plaintiff and other non-party Aggrieved Employees would have to cut their meal
13 periods short by at least a few minutes in order to timely clock back in and return to work.

14 80. Third, as stated above, during the relevant time period, Defendants had, and
15 continue to have, a company-wide policy and/or practice of understaffing their jobsites and
16 inventory crews while assigning heavy workloads. Further, Defendants had a company-wide
17 practice of failing to schedule meal periods, resulting in Plaintiff and other non-party
18 Aggrieved Employees having their meal periods cut short to return to work, missing meal
19 periods altogether, and/or or waiting extended periods of time before taking meal periods.
20 Thus, Defendants' practices and policies prevented Plaintiff and other non-party Aggrieved
21 Employees from taking all compliant meal periods to which they were entitled. Specifically,
22 Plaintiff and other non-party Aggrieved Employees were forced to work in excess of five (5)
23 hours before taking a meal period and, at times, had their meal periods cut short and/or had to
24 forgo their meal periods altogether. For example, Plaintiff could not take her meal periods
25 until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage.

26 81. As also stated, on information and belief, because Defendants frowned upon
27 employees accruing meal period penalties, Defendants' management pressured other non-
28 party Aggrieved Employees to clock out for meal periods and/or adjusted other non-party

1 Aggrieved Employees' time records to reflect compliant meal periods, regardless of whether
2 they had received a compliant meal period or not, in order to strictly limit meal penalties that
3 would need to be paid by Defendants. Additionally, Defendants rounded other non-party
4 Aggrieved Employees' meal period start and end times in a manner that reflected compliant
5 meal periods, regardless of whether they had received a compliant meal period or not, in order
6 to strictly limit meal penalties that would need to be paid by Defendants. Alternatively,
7 Defendants implemented a policy and/or practice of automatically deducting meal periods
8 from other non-party Aggrieved Employees' time records regardless of whether they had
9 actually received a compliant meal period.

10 82. Moreover, Defendants did not provide other non-party Aggrieved Employees
11 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
12 one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
13 waivers on days that they were entitled to meal periods and were not relieved of all duties.

14 83. Defendants knew or should have known that as a result of their policies and
15 practices, Plaintiff and other non-party Aggrieved Employees were not actually relieved of all
16 duties to take timely, uninterrupted meal periods. Defendants further knew or should have
17 known that they did not pay Plaintiff and other non-party Aggrieved Employees meal period
18 premiums when meal periods were missed, late, short, and/or interrupted. Further, to the
19 extent that Defendants' rounding policy reported that other non-party Aggrieved Employees
20 were provided with timely, full 30-minute meal periods when, in fact, the meal periods were
21 taken after the fifth hour of work or were less than 30 minutes, other non-party Aggrieved
22 Employees did not receive meal period premiums for these improperly rounded meal periods.

23 84. Moreover, Defendants engaged in a company-wide practice and/or policy of
24 not paying all meal period premiums owed when compliant meal periods are not provided.
25 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
26 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
27 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
28 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved

1 Employees at the correct rate of pay for premiums because Defendants systematically failed to
2 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or
3 other forms of remuneration, in the regular rate of pay.

4 85. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
5 Employees compliant meal periods and failed to pay the full meal period premiums due.
6 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
7 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
8 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
9 2699(a), (f), and (g).

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

11 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

12 86. At all relevant times herein set forth, the applicable IWC Wage Order and
13 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
14 non-party Aggrieved Employees' employment by Defendants.

15 87. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
19 hours or major fraction thereof" unless the total daily work time is less than three and one-half
20 (3 ½) hours.

21 88. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any rest period mandated by an applicable
23 order of the California IWC. To comply with its obligation to authorize and permit rest
24 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
25 employer must "relinquish any control over how employees spend their break time, and
26 relieve their employees of all duties—including the obligation that an employee remain on
27 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
28 *Inc.*, 2 Cal. 5th 257, 273 (2016).

1 89. Pursuant to the applicable IWC Wage Order and California Labor Code section
2 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
3 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
4 required rest period was not authorized and permitted.

5 90. During the relevant time period, Defendants regularly failed to authorize and
6 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
7 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
8 Defendants' company-wide practices, including understaffing and assignment of heavy
9 workloads, prevented Plaintiff and other non-party Aggrieved Employees from being relieved
10 of all duty in order to take compliant rest periods. Additionally, Defendants also failed to
11 schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
12 coverage, further led to Plaintiff and other non-party Aggrieved Employees not being
13 authorized and permitted to take rest periods. Additionally, due to Defendants' company-
14 wide policy and/or practice of scheduling shifts outside of regular business hours, other non-
15 party Aggrieved Employees were sometimes forced to wait several minutes for store doors to
16 be opened so they leave their assigned work areas for their rest periods.

17 91. Moreover, upon information and belief, Defendants maintained a company-
18 wide on-premises rest period policy, which effectively required that Plaintiff and other non-
19 party Aggrieved Employees remain on the premises during their rest periods. Because
20 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the jobsites
21 during rest periods, they were denied the ability to use their rest periods freely for their own
22 purposes, such as running personal errands. Thus, Defendants effectively maintained control
23 over Plaintiff and other non-party Aggrieved Employees during rest periods.

24 92. As a result, Plaintiff and other non-party Aggrieved Employees would work
25 shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being
26 permitted and authorized to take all ten (10) minute rest periods to which they were entitled.
27 For example, Plaintiff had to forgo her rest periods approximately twice per week due to the
28 heavy workload and understaffing and Defendants' failure to schedule rest periods for

1 employees.

2 93. Defendants also have engaged in a company-wide practice and/or policy of not
3 paying all rest period premiums owed when compliant rest periods are not authorized and
4 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
5 Employees have not received all premium pay for missed rest periods. Alternatively, to the
6 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
7 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
8 Employees at the correct rate of pay for premiums because Defendants failed to include all
9 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
10 of remuneration, in the regular rate of pay.

11 94. Defendants' conduct violates the applicable IWC Wage Order and California
12 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
13 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
14 558 and/or 2699(a), (f), and (g).

15 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
16 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

17 95. At all relevant times herein, California Labor Code section 226(a) provides that
18 every employer shall furnish each of his or her employees an accurate and complete itemized
19 wage statement in writing, including, but not limited to, the name and address of the legal
20 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
21 applicable rates of pay.

22 96. During the relevant time period, Defendants have knowingly and intentionally
23 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
24 inaccurate wage statements. For example, Defendants issued uniform wage statements to
25 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
26 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
27 the pay period, including rates of pay for overtime wages, meal and rest period premiums,
28 and/or paid sick leave, and the corresponding number of hours worked at each hourly rate.

Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

97. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, deducted time from their records for meal periods that were interrupted, and/or improperly rounded other non-party Aggrieved Employees' shift duration times, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party 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).

98. Additionally, because Defendants did not calculate other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

99. 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 the hours worked off-the-clock.

100. 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

1 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
2 plants or establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
4 applicable piece rate paid to, employees employed at the respective plants or
5 establishments” Labor Code section 1174.5 provides that employers are subject to a
6 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
7 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
8 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
9 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
10 as a result of failing to record the off-the-clock hours that they worked and improperly
11 rounding other non-party Aggrieved Employees’ shift duration times.

12 101. California Labor Code section 1198 provides that the maximum hours of work
13 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
14 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
15 employment of any employees for longer hours than those fixed by the order or under
16 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
17 Wage Order, employers are required to keep accurate time records showing when the
18 employee begins and ends each work period and meal period. During the relevant time
19 period, Defendants engaged in company-wide practices and/or policies of failing to record
20 actual hours worked (including falsifying time records by recording that compliant meal
21 periods were taken regardless of if or when meal periods were actually taken), and thereby
22 failed to keep accurate records of work period and meal period start and end times for Plaintiff
23 and other non-party Aggrieved Employees in violation of section 1198. Furthermore, in light
24 of Defendants’ failure to provide other non-party Aggrieved Employees with second 30-
25 minute meal periods to which they were entitled, Defendants kept no records of meal start and
26 end times for second meal periods.

27 102. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
28 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil

1 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

2 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

3 **VIOLATION OF LABOR CODE SECTION 204**

4 103. At all relevant times herein set forth, California Labor Code section 204
5 requires that all wages earned by any person in any employment between the 1st and the 15th
6 days, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the 16th and the 26th day of the month during which
8 the labor was performed. Labor Code section 204 further provides that all wages earned by
9 any person in any employment between the 16th and the last day, inclusive, of any calendar
10 month, other than those wages due upon termination of an employee, are due and payable
11 between the 1st and the 10th day of the following month.

12 104. At all relevant times herein, California Labor Code section 204 also requires
13 that all wages earned for labor in excess of the normal work period shall be paid no later than
14 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
15 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
16 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
17 more than seven (7) calendar days following the close of the payroll period.

18 105. During the relevant time period, Defendants willfully failed to pay Plaintiff and
19 other non-party Aggrieved Employees all wages due to them within any time period specified
20 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
21 wages, meal and rest period premiums, sick leave pay, and/or reporting time pay.

22 106. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
23 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

24 **FAILURE TO PAY WAGES UPON TERMINATION**

25 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

26 107. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
27 that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and that if an employee voluntarily leaves his or

1 her employment, his or her wages shall become due and payable not later than seventy-two
2 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
3 his or her intention to quit, in which case the employee is entitled to his or her wages at the
4 time of quitting.

5 108. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
6 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
7 above, including but not limited to, overtime wages, minimum wages, meal and rest period
8 premiums, sick leave pay, and/or reporting time pay, either at the time of discharge, or within
9 seventy-two (72) hours of their leaving Defendants' employ.

10 109. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
11 who are no longer employed by Defendants their wages earned and unpaid at the time of
12 discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates
13 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
14 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
15 2699(a), (f), and (g).

16 **SECRET PAYMENT OF A LOWER WAGE**

17 **VIOLATION OF LABOR CODE SECTION 223**

18 110. At all times, California Labor Code section 223 makes it unlawful for an
19 employer to secretly pay wages lower than required by statute while purporting to pay legal
20 wages.

21 111. During the relevant time period, Defendants implemented a policy whereby
22 they paid employees at their "Travel Time" rate of pay when employees traveled between job
23 assignment locations. However, during the relevant period, Defendants willfully and
24 systematically paid Plaintiff and other non-party Aggrieved Employees at this lower rate of
25 Travel Time pay, instead of their regular rate of pay, when Plaintiff and other non-party
26 Aggrieved Employees were required to wait until their scheduled start time, before beginning
27 at their next location. The time Plaintiff and other non-party Aggrieved Employees spent
28 under Defendants' control was not categorized as hours worked and was not compensated

1 their regular rate of pay, but instead, was compensated at the lower Travel Time rate. For
2 instance, during a job assignment that included inventorying multiple client locations, Plaintiff
3 and other non-party Aggrieved Employees completed their work, traveled to the next location,
4 and were forced to spend time waiting before starting at the next location. Instead of
5 compensating Plaintiff and other non-party Aggrieved Employees spent under Defendants'
6 control as hours worked, their time was compensated at the lower Travel Time rate of pay. In
7 doing so, Defendants acted with the intent to deny employees payment for hours worked at
8 their regular rate of pay. Thus, Defendants paid Plaintiff and other non-party Aggrieved
9 Employees lower wages than those they were entitled to, while purporting that Plaintiff and
10 other non-party Aggrieved Employees were properly paid.

11 112. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
12 the correct designated wage, while purporting to pay legal wages, is a violation of California
13 Labor Code section 223. Plaintiff and other non-party Aggrieved Employees are therefore
14 entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f),
15 and (g).

16 **FAILURE TO PROVIDE ALL SICK LEAVE BENEFITS AND WRITTEN NOTICE**
17 **OF PAID SICK LEAVE AVAILABLE**
18 **VIOLATION OF LABOR CODE SECTION 246**

19 113. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
20 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
21 days from the commencement of employment with paid sick days, to be accrued at least one
22 hour for every 30 hours worked. California Labor Code section 246(i) provides that an
23 employer must provide an employee with written notice that sets forth the amount of paid sick
24 leave available, or paid time off that an employer provides in lieu of sick leave, for use on
25 either the employee's itemized wage statement or in a separate written statement provided on
26 the designated pay date with the employee's wages. Further, Labor Code section 246(l)
27 provides that an employer shall calculate paid sick leave by using one of two calculations: 1)
28 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the

1 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
2 not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for
3 nonexempt employees shall be calculated by dividing the employee’s total wages, not
4 including overtime premium pay, by the employee’s total hours worked in the full pay periods
5 of the prior 90 days of employment.”

6 114. During the relevant time period, Defendants did not pay other non-party
7 Aggrieved Employees the correct sick leave rates of pay. In addition to an hourly wage,
8 Defendants paid other non-party Aggrieved Employees incentive pay, nondiscretionary
9 bonuses, and/or other forms of remuneration. However, in violation of the California Labor
10 Code, Defendants failed to incorporate all remunerations, including incentive pay and/or
11 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
12 calculating the sick leave rate. Therefore, during times when other non-party Aggrieved
13 Employees took sick leave and received these other forms of pay, Defendants failed to pay all
14 sick leave benefits by paying a lower sick leave rate than required. Specifically, Defendants
15 paid other non-party Aggrieved Employees sick leave based on their hourly rate of pay instead
16 of their regular rate of pay. Defendants’ failure to properly calculate the sick leave rates of
17 pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to
18 other non-party Aggrieved Employees on a company-wide basis in violation of California
19 Labor Code section 246(l).

20 115. Additionally, Defendants failed to provide Plaintiff and/or other non-party
21 Aggrieved Employees paid sick leave of one hour of paid sick leave for every 30 hours
22 worked, by failing to account for all hours worked by Plaintiff and/or other non-party
23 Aggrieved Employees, including time spent working off the clock. Plaintiff and/or and other
24 non-party Aggrieved Employees worked in excess of 30 days for Defendants in California and
25 were therefore eligible to receive paid sick leave. As a result, Defendants failed to provide
26 Plaintiff and/or other non-party Aggrieved Employees with the correct amount of sick leave
27 benefits, in violation of Labor Code section 246(b)(1)-(4).

28 116. Moreover, during the relevant time period, Defendants failed, on a company-

1 wide basis, to provide other non-party Aggrieved Employees with written notice on wage
2 statements and/or other separate written statements that listed the amount of paid sick leave
3 (or equivalent paid leave or paid time off) available to them. Defendants' systematic failure to
4 provide written notice of sick leave benefits to other non-party Aggrieved Employees is in
5 violation of Labor Code section 246(i).

6 117. Plaintiff and/or other non-party Aggrieved Employees are therefore entitled to
7 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

8 **FAILURE TO PAY REPORTING TIME PAY**

9 **VIOLATION OF LABOR CODE SECTION 1198**

10 118. California Labor Code section 1198 makes it illegal to employ an employee
11 under conditions of labor that are prohibited by the applicable wage order. California Labor
12 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
13 shall be the . . . standard conditions of labor for employees. The employment of any employee
14 . . . under conditions of labor prohibited by the order is unlawful.”

15 119. California Code of Regulations, Title 8, section 11040(5)(A) provides that
16 “[e]ach workday an employee is required to report for work and does report, but is not put to
17 work or is furnished less than half said employee’s usual or scheduled day’s work, the
18 employee shall be paid for half the usual or scheduled day’s work, but in no event for less
19 than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which
20 shall not be less than the minimum wage.” The “primary purpose of the reporting time
21 regulation” is “to guarantee at least partial compensation for employees who report to work
22 expecting to work a specified number of hours, and who are deprived of that amount because
23 of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch*
24 *Cellular*, 209 Cal. App. 4th 556 (2012).

25 120. During the relevant time period, Defendants violated California Labor Code
26 section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because
27 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time
28 pay when they reported to work for their usual or scheduled shift but were put to work for less

1 than half of the usual or scheduled day's work.

2 121. On information and belief, Defendants had a company-wide practice of sending
3 Plaintiff and other non-party Aggrieved Employees home early from their shifts, including
4 before they had worked at least half of their usual or scheduled shift, but would not pay
5 Plaintiff and other non-party Aggrieved Employees for half of their usual or scheduled shift.
6 Although Plaintiff and other non-party Aggrieved Employees would report to work based on
7 the schedule that Defendants provided to them, Defendants would send them home before
8 they had worked at least half of their scheduled shifts without giving them reporting time pay.

9 122. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
10 properly compensated with reporting time pay in violation of California Labor Code section
11 1198 and California Code of Regulations, Title 8, section 11040(5)(A). Plaintiff and other
12 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
13 Labor Code sections 2699(a), (f), and (g).

14 **FAILURE TO PAY SPLIT-SHIFT PAY**

15 **VIOLATION OF LABOR CODE SECTION 1198**

16 123. California Labor Code section 1198 provides that no employer may employ an
17 employee under conditions of labor that are prohibited by the applicable IWC wage order.
18 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
19 fixed by the commission shall be the . . . standard conditions of labor for employees. The
20 employment of any employee . . . under conditions of labor prohibited by the order is
21 unlawful.”

22 124. California Code of Regulations, Title 8, section 11040(4)(C) provides that,
23 “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid
24 in addition to the minimum wage for that workday, except when the employee resides at the
25 place of employment.” California Code of Regulations, Title 8, defines a split shift as “a
26 work schedule, which is interrupted by non-paid non-working periods established by the
27 employer, other than bona fide rest or meal periods.”

28 125. Defendants willfully violated California Labor Code section 1198 and

California Code of Regulations, Title 8, section 11040(4)(C), because Defendants failed to pay Plaintiff and other non-party Aggrieved Employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for several hours. When this occurred, Defendants did not pay Plaintiff and other non-party Aggrieved Employees an additional hour at minimum wage. Accordingly, Defendants required Plaintiff and other non-party Aggrieved Employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

126. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11040(4)(C). Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

127. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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 may provide and maintain hand tools and equipment customarily required by the particular trade or craft."

128. During the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal

1 mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but
2 Defendants failed to reimburse them for the costs of their work-related mobile device
3 expenses. For example, Plaintiff was required to use her personal cellular phone to
4 communicate with management regarding work-related issues and to download a mobile
5 application used for tracking her time spent driving to client locations. Although Defendants
6 required Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile
7 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
8 to reimburse them for this cost.

9 129. Additionally, during the relevant time period, Defendants, on a company-wide
10 basis, required other non-party Aggrieved Employees to utilize their own personal vehicles to
11 carry out company business, but failed to fully reimburse them for all costs of travel,
12 including mileage. Although Defendants offered reimbursement for mileage, Defendants
13 limited this reimbursement for travel to a maximum number of miles. Similarly, Defendants
14 also offered company vehicles to transport to other non-party Aggrieved Employees to job
15 assignment locations, but limited this transportation to specific locations instead of offering
16 these vehicles for all job assignments, including assignments with travel to multiple locations.
17 Although Defendants required that other non-party Aggrieved Employees use their own
18 vehicles and complete these tasks as part of their job duties, Defendants never fully
19 reimbursed them for all of their travel expenses.

20 130. Defendants could have provided Plaintiff and other non-party Aggrieved
21 Employees with the actual equipment required for use on the job, such as company mobile
22 devices and company vehicles. Or, Defendants could have reimbursed employees for their
23 mobile device usage, costs of their travel and mileage. Instead, Defendants passed these
24 operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant
25 times, Plaintiff did not earn at least two (2) times the minimum wage.

26 131. Defendants' company-wide policy and/or practice of not reimbursing
27 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
28 and other non-party Aggrieved Employees violates California Labor Code section 2802.

Defendants have intentionally and willfully failed to reimburse Plaintiff and other non-party Aggrieved Employees for necessary business-related expenses and costs.

132. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF
EMPLOYMENT**

VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)

133. 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 containing basic and material payroll information, including, among other things, 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. Labor Code § 2810.5(a)(1)(A)-(C).

134. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

135. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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1 4. For attorneys' fees and costs pursuant to California Labor Code section
2 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
3 Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
4 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

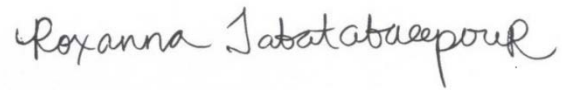
5 5. For pre-judgment and post-judgment interest as provided by law; and

6 6. For such other and further relief as the Court may deem equitable and
7 appropriate.

8
9 Dated: June 7, 2024

Respectfully submitted,

Capstone Law APC



12 By: _____

Roxanna Tabatabaeepour

Ryan Tish

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Attorneys for Plaintiff Jill Green

EXHIBIT “1”



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April 2, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Jill Green v. RGIS, LLC, et al.*

Dear PAGA Administrator:

This office represents Jill Green in connection with her claims under the California Labor Code. Ms. Green was an employee of RGIS, LLC and/or WIS IVS, LLC. For the purpose of this letter, Ms. Green collectively refers to these entities as "RGIS."

The employers may be contacted directly at the addresses below:

RGIS, LLC
2000 TAYLOR ROAD, SUITE 200
AUBURN HILLS, MI 48326

WIS IVS, LLC
2000 TAYLOR ROAD, SUITE 200
AUBURN HILLS, MI 48326

Ms. Green intends to seek civil penalties, attorney's 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. Green seeks relief on behalf of herself, the State of California, and other persons who are or were employed by RGIS 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.

RGIS employed Ms. Green as an hourly paid, non-exempt employee from approximately January 2019 to June 2023. Ms. Green worked for RGIS as an Auditor/Driver out of its South Pasadena, California office. During her employment, Ms. Green typically worked six (6) or more hours per day and three (3) to four (4) days per week. At the time Ms. Green's employment with RGIS ended, she earned \$17.57 per hour. Her job duties included, without limitation, operating a mobile scanning device, scanning bar codes of items to track clients' inventory, and driving other employees to and from assigned locations.

RGIS committed one or more of the following Labor Code violations against Ms. Green, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

RGIS’s Company-Wide and Uniform Payroll and HR Practices

RGIS, LLC and WIS IVS, LLC are Delaware limited liability companies. Together, they offer and provide inventory tracking, retail merchandising, and store layout services throughout the United States, including California. Upon information and belief, RGIS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Auburn Hills, Michigan, for all non-exempt, hourly paid employees working for RGIS in California, including Ms. Green and other aggrieved employees. At all relevant times, RGIS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Green and other aggrieved employees, regardless of its location or position.

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

RGIS willfully failed to pay all overtime wages owed to Ms. Green and other aggrieved employees. During the relevant time period, Ms. Green 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 ten (10) 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 Ms. Green’s experience and counsel’s review of those records currently available relating to Ms. Green’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. Green 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.

First, during the relevant time period, RGIS had, and continues to have, a policy and/or practice of limiting overtime accrual by incorrectly categorizing hours worked as "Travel Time." RGIS scheduled job assignments that required travel between multiple locations, which were recorded, categorized, and paid for at a lower Travel Time rate of pay. When Ms. Green and other aggrieved employees completed their assignments at one location early and traveled to another location, they were sometimes required to wait to begin their new location's assignments until the scheduled start time. When this occurred, the time Ms. Green and other aggrieved employees spent under the company's control was not counted toward overtime hours at their regular rate and they were not compensated at their regular rate of pay as hours worked. Instead, this time was compensated at the lower Travel Time rate. For instance, during a job assignment that included inventorying multiple client locations, Ms. Green and other aggrieved employees completed their work, traveled to the next location, and were forced to spend time waiting before starting at the next location. Instead of categorizing and compensating the time Ms. Green and other aggrieved employees spent under RGIS's control at their regular rate of pay, they were only compensated at the lower Travel Time rate of pay. Thus, due to RGIS's failure to correctly categorize time worked, Ms. Green and other aggrieved employees were paid a rate lower than their regular rate of pay and were denied overtime hours paid at their regular rate.

Second, RGIS had, and continues to have, a company-wide policy and/or practice of failing to accurately record hours worked by its employees and thus restricted overtime accrual. RGIS implemented a timekeeping system for recording hours completed in its client's store locations that did not permit employees to track and record their actual hours worked. Instead, RGIS had its supervisors carry a timekeeping device on their person at all times and thus maintained control over employee punch-in and punch-out times. Thus, Ms. Green and other aggrieved employees could only be clocked in and clocked out when they physically located their RGIS site supervisor, waited in a line of employees for five (5) minutes while off-the-clock and under RGIS's control, and presented their employee badge to the supervisor. Ms. Green and other aggrieved employees were not compensated for the time they remained under the control of RGIS before their supervisors clocked them in or after their supervisors clocked them out, because RGIS's timekeeping does not allow employees to record this time. Instead, the timekeeping system grants the supervisor exclusive control and discretion over the employee's time records.

For instance, after reporting to work on time, other aggrieved employees had to wait to clock in due to the supervisor's tardiness but were not paid for this time. As a further example, after being clocked out for their meal periods by their supervisor, other aggrieved employees spent time walking through the store in order to leave the premises. Moreover, due to RGIS's practice and/or policy of scheduling shifts outside of daytime business hours, Ms. Green and other aggrieved employees were required to enter the store locations only during specific time periods when the store doors would be temporarily opened. For example, Ms. Green and other aggrieved employees were sometimes forced to wait five (5) to ten (10) minutes to enter the location and clock-in with the supervisor to start their shifts or when returning from their meal periods. Additionally, due to this scheduling practice, other aggrieved employees were also forced to cut short their meal periods in order to clock in with the supervisor at the scheduled start time or face discipline. Because other aggrieved employees could only enter the store locations during specific time periods, other aggrieved employees were forced to shorten their meal periods, in order to be let back into their location for the start of their scheduled shifts. In addition, as stated, once inside the store, Ms. Green and other aggrieved employees spent time locating the one (1) supervisor for clock-in purposes, who was not always prepared and/or would not allow employees to clock in immediately, and waited in a line of employees before they could clock in. Thus, RGIS failed to track this time spent working off the clock before scheduled

shifts and during meal periods, and Ms. Green and other aggrieved employees did not receive any compensation for this time they remained under RGIS's control.

Also, during the relevant time period, RGIS had a policy of improperly rounding other aggrieved employees' clock-in and clock-out duration times in their timekeeping system. RGIS's rounding policy resulted in the failure to compensate other aggrieved employees fully for all hours worked, causing other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, RGIS's rounding policy is, and continues to be, unfair and has, over time, resulted in the underpayment of wages to other aggrieved employees. To the extent RGIS's rounding policy has taken away time worked that was eligible for overtime, other aggrieved employees were denied overtime pay for all hours worked.

Fourth, RGIS had a company-wide policy that required its employees to be subject to clients' health screening policies that required Ms. Green and other aggrieved employees to undergo mandatory COVID-19 temperature checks and/or health screenings upon entering the facility, but before clocking in for their scheduled shifts. Prior to their shifts, Ms. Green and other aggrieved employees were required to spend approximately five (5) minutes undergoing a temperature check, before being permitted to clock in for their shifts. Even though RGIS required these health screenings, RGIS did not provide Ms. Green and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks and/or health screenings.

Additionally, RGIS had a company-wide policy that required its employees to be subject to clients' loss prevention policies, which resulted in Ms. Green and other aggrieved employees undergoing mandatory security checks before leaving clients' premises, while off-the-clock. For example, after clocking out at the end of her shift or for a meal period, Ms. Green was required to wait for at least one (1) minute for a client's employee to become available and check her belongings and person for merchandise. Although RGIS's requirement that Ms. Green and other aggrieved employees undergo security checks was mandatory, RGIS did not compensate them for the time it took to wait for a client's employee to become available and undergo these checks. Thus, Ms. Green and other aggrieved employees were not compensated for the time spent waiting and undergoing security screenings while off-the-clock.

Fifth, in conjunction with their policy on limiting overtime accrual, RGIS had, and continues to have, a company-wide policy and/or practice of requiring Ms. Green and other aggrieved employees to perform work off-the-clock before and after their shifts. For example, about three (3) times per week, when performing her job duties as a driver employee, Ms. Green was required to spend up to 15 minutes prior to clocking in communicating with supervisors, loading ladders and inventory counting equipment onto company vehicles, confirming the number of employees she would be transporting to a client location. Moreover, once she arrived at the assigned client location, she was required to unload the same equipment and materials from the company vehicles before clocking in. Similarly, when performing her job duties as a driver employee, Ms. Green was required to continue working for about seven (7) minutes after clocking out at the end of her shift, completing tasks such as unloading equipment and completing administrative tasks once back at RGIS's office, before she could leave for the day. When this occurred, Ms. Green and other aggrieved employees were unable to record this off-the-clock work because RGIS did not provide them a means to account for this time. This off-the-clock work could have been recorded by RGIS, but it refused to do so to avoid payment of overtime wages to Ms. Green and other aggrieved employees.

Sixth, as stated, RGIS had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites and inventory crews while assigning heavy workloads, resulting in a failure to provide other aggrieved employees with adequate meal period coverage. As a result of this lack of meal period coverage, other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. In addition, RGIS also had a practice of failing to schedule meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, other aggrieved employees worked through their meal periods and/or had meal periods interrupted or cut short in order to complete their assigned workloads. RGIS did not pay other aggrieved employees for the time they continued to perform tasks during meal periods.

Seventh, on information and belief, because RGIS frowned upon employees accruing meal period penalties, RGIS's management pressured other aggrieved employees to clock out for meal periods and/or adjusted or rounded employees' meal period start and stop times in RGIS's timekeeping system to reflect compliant meal periods regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by RGIS. Alternatively, RGIS implemented a company-wide practice and/or policy of automatically deducting meal periods from other aggrieved employees' time records. Thus, RGIS did not record all hours worked during meal periods, and other aggrieved employees performed work during meal periods for which they were not paid.

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

Furthermore, RGIS did not pay Ms. Green and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. As stated above, RGIS failed to correctly categorize hourly rates of pay, such as only paying a Travel Time rate for Ms. Green and other aggrieved employees during certain hours worked, instead of their regular rate of pay. In addition to an hourly wage, RGIS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, RGIS 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 other aggrieved employees worked overtime and received these other forms of pay, RGIS failed to pay all overtime wages by paying a lower overtime rate than required.

RGIS's failure to pay Ms. Green 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. Green and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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)(K) (defining “Hours Worked”).

As stated above, due to RGIS’s company-wide policies and/or practices of limiting overtime accrual, RGIS failed to record all hours worked by Ms. Green and other aggrieved employees. As stated, Ms. Green and other aggrieved employees were required to work off-the-clock before and after their scheduled shifts and during their unpaid meal periods, waiting to enter the jobsite/location and clock-in with the supervisor to start their shifts or when returning from their meal periods, waiting in a long line of employees to clock in, undergoing temperature checks and/or health screenings, undergoing security screenings, communicating with supervisors, loading and unloading ladders and inventory counting equipment onto and off company vehicles, and completing administrative tasks. Furthermore, as stated, RGIS had a policy and/or practice of rounding other aggrieved employees’ hourly clock-in and/or clock-out times in its timekeeping system to the start and/or end of their scheduled shift times, resulting in the failure to compensate them for all hours worked.

Furthermore, as set forth above, due to RGIS’s uniform practice of understaffing, assignment of heavy workloads, failure to schedule meal periods, and resultant lack of meal period coverage, 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. Also, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, RGIS’s management pressured other aggrieved employees to clock out for meal periods, adjusted/rounded employees’ timesheets to reflect compliant meal periods, and/or automatically deducted 30-minute meal periods from other aggrieved employees’ time records even when meal periods were missed, short, and/or interrupted. As a result, other aggrieved employees were not relieved of all duties during unpaid meal periods.

Thus, RGIS did not pay at least minimum wages for all hours worked by Ms. Green and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, RGIS 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, RGIS regularly failed to pay at least minimum wages to Ms. Green 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. Green and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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, as stated above, RGIS had, and continues to have, a company-wide policy and/or practice of failing to accurately record hours worked due to RGIS's timekeeping system that does not permit employees to track and record their actual hours worked. Instead, RGIS had its supervisors carry a timekeeping device on their person at all times and maintained control over employee punch-in and punch-out times. As a result, other aggrieved employees were forced to work off-the-clock and have their meals cut short, but were not provided a means by RGIS to account for this time.

Second, as stated above, RGIS had, and continues to have, a company-wide policy and/or practice of scheduling shifts outside of customary daytime business hours while implementing a timekeeping system that did not permit or allow employees to track and record their actual hours worked. As a result, employees were forced to shorten their meals in order to enter the location when the doors were temporarily open and, thus, clock-in with the supervisor or face discipline for being late. In addition, once inside the location, other aggrieved employees spent time locating the supervisor for clock in purposes, who was not always prepared and/or would not allow employees to clock in immediately. As also stated, due to RGIS's practices and/or policies of requiring employees to undergo mandatory security checks before leaving clients' premises after clocking out for a meal period, Ms. Green and other aggrieved employees would have to cut their meal periods short by at least a few minutes in order to timely clock back in and return to work.

Third, as stated above, as set forth above, during the relevant time period, RGIS had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites and inventory crews while assigning heavy workloads. Further, RGIS had a company-wide practice of failing to schedule meal periods, resulting in Ms. Green and other aggrieved employees having their meal periods cut short to return to work, missing meal periods altogether, and/or or waiting extended periods of time before taking meal periods. Thus, RGIS's practices and policies prevented Ms. Green and other aggrieved employees from taking all compliant meal periods to which they were entitled. Specifically, Ms. Green and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, Ms. Green could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage.

As also stated, on information and belief, because RGIS frowned upon employees accruing meal period penalties, RGIS's management pressured other aggrieved employees to clock out for meal periods and/or adjusted other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by RGIS. Additionally, RGIS rounded other aggrieved employees' meal period start and end times in a manner that reflected compliant meal periods, regardless of whether they had received a complaint meal period or not, in order to strictly limit meal penalties that would need to be paid by RGIS. Alternatively, RGIS implemented a policy and/or practice of automatically deducting meal periods from other aggrieved employees' time records regardless of whether they had actually received a compliant meal period.

Moreover, RGIS did not provide Ms. Green and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Green 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.

RGIS knew or should have known that as a result of its policies and practices, Ms. Green and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. RGIS further knew or should have known that it did not pay Ms. Green and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted. Further, to the extent that RGIS's rounding policy reported that other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, other aggrieved employees did not receive meal period premiums for these improperly rounded meal periods.

Moreover, RGIS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Green and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that RGIS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, RGIS did not pay other aggrieved employees at the correct rate of pay for premiums because RGIS 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, RGIS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Green and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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, RGIS regularly failed to authorize and permit Ms. Green 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, RGIS’s company-wide practices, including understaffing and assignment of heavy workloads, prevented Ms. Green and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, RGIS also failed to schedule rest periods which, coupled with RGIS’s failure to provide adequate rest period coverage, further led to Ms. Green and other aggrieved employees not being authorized and permitted to take rest periods. Additionally, RGIS’s company-wide policy and/or practice of scheduling shifts outside of regular business hours, other aggrieved employees were sometimes forced to wait several minutes for store doors to be opened so they leave their assigned work areas for their rest periods.

Moreover, upon information and belief, RGIS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Green and other aggrieved employees remain on the premises during their rest periods. Because Ms. Green and other aggrieved employees were restricted from leaving the jobsites during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, RGIS effectively maintained control over Ms. Green and other aggrieved employees during rest periods.

As a result, Ms. Green and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Ms. Green had to forego her rest periods approximately twice per week due to the heavy workload and understaffing and RGIS’s failure to schedule rest periods for employees.

RGIS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that RGIS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, RGIS did not pay other aggrieved employees at the correct rate of pay for premiums because RGIS 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, RGIS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Green and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. 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, RGIS has knowingly and intentionally provided Ms. Green and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RGIS issued uniform wage statements to Ms. Green 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, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, RGIS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because RGIS did not record the time Ms. Green and other aggrieved employees spent working off-the-clock and/or improperly rounded other aggrieved employees' shift duration times, RGIS did not list the correct amount of gross wages and net wages earned by Ms. Green and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RGIS failed to accurately list the total number of hours worked by Ms. Green 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).

Additionally, because RGIS did not calculate and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, RGIS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, RGIS also failed to list the correct amount of net wages in violation of section 226(a)(5). RGIS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, 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 the hours they 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), RGIS willfully failed to maintain accurate payroll records for Ms. Green 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 and improperly rounding other aggrieved employees’ shift duration times.

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, RGIS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken 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. Green and other aggrieved employees in violation of section 1198. Furthermore, in light of RGIS’s failure to provide Ms. Green and other aggrieved employees with second 30-minute meal periods to which they were entitled, RGIS kept no records of meal start and end times for second meal periods.

Because RGIS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Green 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. Green 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. Green and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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, RGIS failed to pay Ms. Green and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, sick leave pay, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Green and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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.

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

Ms. Green and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, RGIS implemented a policy whereby it paid employees at their "Travel Time" rate of pay when employees traveled between job assignment locations. However, during the relevant period, RGIS willfully and systematically paid Ms. Green and other aggrieved employees at this lower rate of Travel Time pay, instead of their regular rate of pay, when Ms. Green and other aggrieved employees were required to wait until their scheduled start time, before beginning at their next location. The time Ms. Green and other aggrieved employees spent under RGIS's control was not categorized as hours worked and was not compensated their regular rate of pay, but instead, was compensated at the lower Travel Time rate. For instance, during a job assignment that included inventorying multiple client locations, Ms. Green and other aggrieved employees completed their work, traveled to the next location, and were forced to spend time waiting before starting at the next location. Instead of compensating Ms. Green and other aggrieved employees spent under RGIS's control as hours worked, their time was compensated at the lower Travel Time rate of pay. In doing so, RGIS acted with the intent to deny employees payment for hours worked at their regular rate of pay. Thus, RGIS paid Ms. Green and other aggrieved employees lower wages than those they were entitled to, while purporting that Ms. Green and aggrieved employees were properly paid.

RGIS's failure to pay Ms. Green and other aggrieved employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Ms. Green and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[:]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, RGIS did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, RGIS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, RGIS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, RGIS failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, RGIS paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

Additionally, RGIS failed to provide Ms. Green and/or other aggrieved employees paid sick leave of one hour of paid sick leave for every 30 hours worked, by failing to account for all hours worked by Ms. Green and/or other aggrieved employees, including time spent working off the clock. Ms. Green and/or other aggrieved employees worked in excess of 30 days for RGIS in California and were therefore eligible to receive paid sick leave. However, RGIS failed to provide Ms. Green and/or other aggrieved employees with all sick leave benefits, in violation of section 246(b)(4).

Moreover, during the relevant time period, RGIS failed, on a company-wide basis, to provide other aggrieved employees with written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them.

RGIS's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis, in violation of Labor Code section 246(l). Additionally, RGIS's failure to provide all sick leave benefits has resulted in an underpayment of sick leave benefits to Ms. Green and/or other aggrieved employees on a company-wide basis, in violation of Labor Code section 246(l). Finally, RGIS's systematic failure to provide written notice of sick leave benefits to other aggrieved employees is in violation of Labor Code section 246(i).

Ms. Green and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, RGIS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because RGIS failed to pay Ms. Green and/or other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

On information and belief, RGIS had a company-wide practice of sending Ms. Green and/or other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Green and/or other aggrieved employees for half of their usual or scheduled shift. Although Ms. Green and/or other aggrieved employees would report to work based on the schedule that RGIS provided to them, RGIS would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Ms. Green and/or other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Ms. Green and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

California Labor Code section 1198 provides that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall

be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(4)(C) provides that, “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

RGIS willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(4)(C), because RGIS failed to pay Ms. Green and other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for several hours. When this occurred, RGIS did not pay Ms. Green and other aggrieved employees an additional hour at minimum wage. Accordingly, RGIS required Ms. Green and other aggrieved employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

RGIS’s failure to provide Ms. Green and other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for several hours, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11040(4)(C).

Ms. Green and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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, RGIS had a company-wide policy of requiring Ms. Green and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but RGIS failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Green was required to use her personal cellular phone to communicate with management regarding work-related issues and to download a mobile application used for tracking her time spent driving to client locations. Although RGIS required Ms. Green and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, RGIS failed to reimburse them for this cost.

Additionally, during the relevant time period, RGIS, on a company-wide basis, required other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed

to fully reimburse them for all costs of travel, including mileage. Although RGIS offered reimbursement for mileage, RGIS limited this reimbursement for travel to a maximum number of miles. Similarly, RGIS also offered company vehicles to transport to other aggrieved employees to job assignment locations, but limited this transportation to specific locations instead of offering these vehicles for all job assignments, including assignments with travel to multiple locations. Although RGIS required that other aggrieved employees use their own vehicles and complete these tasks as part of their job duties, RGIS never fully reimbursed them for all of their travel expenses.

RGIS could have provided Ms. Green and other aggrieved employees with the actual equipment required for use on the job, such as company mobile devices and company vehicles. Or, RGIS could have reimbursed employees for their mobile device usage and costs of their travel and mileage. Instead, RGIS passed these operating costs off onto Ms. Green and other aggrieved employees. At all relevant times, Ms. Green did not earn at least two (2) times the minimum wage.

Thus, RGIS 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. Green and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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.

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

Ms. Green and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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

Accordingly, Ms. Green 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 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Green, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against RGIS for violations of California Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 246, 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. Green 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:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

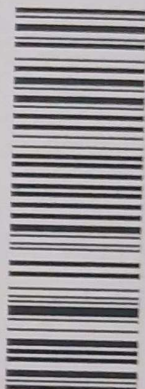
A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: RGIS, LLC (via U.S. Certified Mail); WIS IVS, LLC (via U.S. Certified Mail); Jesse A. Cripps, Esq., Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071 (via U.S. Certified Mail); Matthew T. Sessions, Esq., Gibson, Dunn & Crutcher LLP, 3161 Michelson Drive, Irvine, CA 92612 (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

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RGIS, LLC
2000 TAYLOR ROAD, SUITE 200
AUBURN HILLS, MI 48326

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2000 TAYLOR ROAD, SUITE 200
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2264 7601



WIS IVS, LLC
2000 TAYLOR ROAD, SUITE 200
AUBURN HILLS, MI 48326

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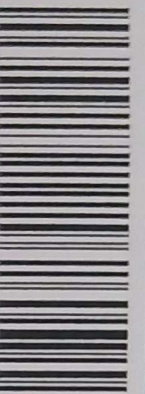
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1875 Century Park, East, 1000
Los Angeles, CA. 90067



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Jesse A. Cripps
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071

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Jesse A. Cripps
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071



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Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071

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Matthew T. Sessions
Gibson, Dunn & Crutcher LLP
3161 Michelson Drive
Irvine, California 92612

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Matthew T. Sessions
Gibson, Dunn & Crutcher LLP
3161 Michelson Drive
Irvine, California 92612

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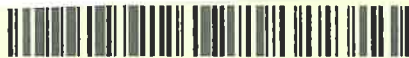
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RGIS, LLC
2000 TAYLOR ROAD, SUITE 200
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