

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 26, 2024

VIA LWDA WEBSITE

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

Re: *Maribel Gonzalez v. Volt Management Corp., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Maribel Gonzalez (“Ms. Gonzalez”) in claims arising from her employment with Volt Management Corp., a Delaware Corporation; Ikea Distribution Services, Inc., a Delaware Corporation, and Does 1 through 100 (“Defendants”). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all current and former employees who worked for Defendant Ikea Distribution Services, Inc., whether hired directly or through a staffing agency, in California during the one year immediately preceding the date of this letter through the present.

Defendant Volt Management Corp. operates a staffing and recruitment agency servicing an international network of conglomerates. Defendant Ikea Distribution Services, Inc., is a multinational furniture company. Ms. Gonzalez was employed by Defendants as a non-exempt employee at Defendants’ warehouse distribution center in Bakersfield, CA from approximately June 2022 until commencing a medical leave of absence in approximately February 2024. Ms. Gonzalez’s primary job duties included packaging products for distribution.

Throughout Ms. Gonzalez’s employment, Defendants have failed to provide Ms. Gonzalez and other aggrieved employees with all legally compliant meal periods due to Defendants’ unlawful meal period policies/practices. Specifically, Defendants fail to provide Ms. Gonzalez and other aggrieved employees with meal periods that are “net” 30 minutes in length, as required by law for the same reasons discussed below pertaining to rest periods. Defendants provide meal periods that are exactly 30-minutes in length. However, this set duration fails to account for the time it takes Ms. Gonzalez and other aggrieved employees to walk through Defendants’ large facility to and from the breakroom, thereby shortening their purported meal periods to less than 30 minutes “net” in the designated rest area away from the employee’s workstation. In fact, Defendants maintained a written meal period policy that provides 30-minutes for an unpaid meal

period and states, “Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination.” In addition, Defendants failed to provide Ms. Gonzalez and other aggrieved employees with a second duty-free, 30-minute meal period for shifts in excess of 10.0 hours in a single workday. Instead, Defendants only provide for up to one single meal period per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. On those occasions when Defendants fail to provide Ms. Gonzalez and other aggrieved employees with all legally compliant meal periods to which they are entitled, Defendants failed to compensate Ms. Gonzalez and other aggrieved employees with an additional hour of premium pay at the employees’ regular rate of pay for each workday there was a meal period violation, as mandated by Labor Code § 226.7.

Defendants have also failed to authorize and permit all lawful rest periods of at least 10 minutes for every four hours worked, or major fraction thereof for Ms. Gonzalez and other aggrieved employees due to Defendants’ unlawful rest period policies/practices. As with meal periods, Defendants failed to authorize and permit Ms. Gonzalez and other aggrieved employees to take duty-free rest periods for a full ten minutes of “net rest” in an area appropriate for rest away from the workstation. Under California law, Defendants are required to authorize and permit a “net” rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual (“DLSE Manual”) §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that “the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest”); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time”). Defendants only authorize and permit Ms. Gonzalez and other aggrieved employees to take rest periods of exactly 10 minutes in length, beginning the moment they leave their workstation and requiring Ms. Gonzalez and other aggrieved employees to return to their workstations by the completion of the 10-minutes. In fact, Defendants maintained a written rest period policy that authorizes and permits two 10-minute paid rest period and states, “Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination.” In addition, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Ms. Gonzalez and other aggrieved employees when they work in excess of 10.0 hours in a single workday. Instead, Defendants only authorize and permit for up to two 10-minute rest periods per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. Further, on occasions when Ms. Gonzalez and other aggrieved employees are not authorized and permitted to take all lawful rest periods to which they are entitled, Defendants fail to compensate Ms. Gonzalez and other aggrieved employees with an additional hour of rest period premium pay at their respective regular rates of pay for each workday in which a rest period violation occurs, as mandated by Labor Code § 226.7.

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Defendants have also failed to reimburse Ms. Gonzalez and other aggrieved employees for the use of their personal cellular phones for necessary work activities, as required by Labor Code § 2802. Specifically, Defendants require Ms. Gonzalez and other aggrieved employees to communicate with coworkers and their supervisors regarding work-related matters through their personal cellular phones. However, Defendants fail to reimburse Ms. Gonzalez and other aggrieved employees for a reasonable portion of their monthly cellular phone bills despite requiring the use of their personal cellular phones for business purposes, as required by *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137.

As a result of Defendants' failure to accurately compensate Ms. Gonzalez and other aggrieved employees for all meal and rest period premium wages, Defendants have maintained inaccurate payroll records and failed to issue accurate itemized wage statements.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Gonzalez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result, Ms. Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Defendants also failed to authorize and permit Ms. Gonzalez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Ms. Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

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Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Gonzalez and other aggrieved employees for all necessary business expenses incurred, including, among other things, slip resistant shoes, and mileage reimbursement. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Gonzalez and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802 and 2804.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Gonzalez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Ms. Gonzalez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

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

- a. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Gonzalez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- b. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Gonzalez and other aggrieved employees to take all required rest periods and failing to pay rest period premiums to Ms. Gonzalez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- c. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Gonzalez and other aggrieved employees for all necessary work-related expenses incurred;

- d. Defendants violated Labor Code § 226 by failing to furnish Ms. Gonzalez and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Gonzalez and other aggrieved employees; and
- f. Defendants violated Labor Code § 204 by failing to pay Ms. Gonzalez and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: Volt Management Corp., c/o C T Corporation System, Agent for Service of Process, 330 N. Brand Blvd. Suite 700, Glendale, CA 91203 (via certified mail)
Ikea Distribution Services, Inc., c/o /o C T Corporation System, Agent for Service of Process, 330 N. Brand Blvd. Suite 700, Glendale, CA 91203 (via certified mail)