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Attorneys for Plaintiffs, the Putative Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

One Workplace Construction, LLC; One Workplace L. Ferrari, LLC; One Workplace; and Does 1 through 25,

Defendants.

Case No.: 24CV449448

FIRST AMENDED CLASS ACTION COMPLAINT AND REPRESENTATIVE ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT FOR:

1. **Failure To Pay Earned Wages (Cal. Lab. Code §§ 204 and 210;**
2. **Failure To Pay Minimum Wage and/or Prevailing Wage (Cal. Lab. Code §§ 510, 1182.12, 1194, 1197, 1197.1, 1198, and 1720, *et seq*.);**
3. **Failure To Pay Overtime and/or Overtime at Prevailing Wage Rates (Cal. Lab. Code §§ 510, 1198, and 1720, *et seq*.);**
4. **Failure To Provide Meal Breaks (Cal. Lab. Code §§ 226.7, 512(a), and 1198);**
5. **Failure To Provide Rest Breaks (Cal. Lab. Code §§ 226.7 and 1198);**
6. **Failure To Provide Accurate Wage Statements (Cal. Lab. Code § 226(a), 1174(d), and 1198);**
7. **Failure To Timely Pay Final Wages (Cal. Lab. Code §§ 201-203);**
8. **Failure To Reimburse all Reasonable and Necessary Business Expenses (Cal. Lab. Code § 2802);**
9. **Violation of Business & Professions Code § 17200, *et seq*.; and**
10. **Violation of the Private Attorneys General Act (Lab. Code § 2698, *et seq*.)**

Jury Trial Demanded

INTRODUCTION AND FACTUAL BACKGROUND

1. Plaintiffs Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang ("Plaintiffs"), individually, and on behalf of all others similarly situated (the "Class Members") bring this First Amended Class Action Complaint and Representative Action Under the Private Attorneys General Act ("PAGA") ("FAC") against Defendants One Workplace Construction, LLC, One Workplace L. Ferrari, LLC, One Workplace and Does 1 through 25 ("Defendants") pursuant to Code of Civil Procedure § 382 and Labor Code § 2698, *et seq*.

2. Defendants are headquartered in Santa Clara, California and have offices in San Francisco, California, Oakland, California Monterey Bay, California and Sacramento, California. Defendants provide numerous services including, but not limited to, the design of workstations, work furniture or office systems for both private and public entities, and the delivery, assembly and/or installation of same on both private and public job sites.[1] To conduct their business, Defendants employ nonexempt employees, including installers and other similar positions.

3. During the past four years of the filing of the initial complaint, Defendants failed to pay Class Members (as defined below) all their earned wages in violation of the California Labor Code and the applicable Wage Order. Based on information and belief, Defendants: (a) failed to pay Class Members for all minimum and/or prevailing wages; (b) failed to pay Class Members for all overtime and/or overtime at prevailing wage rates; (c) failed to provide compliant meal periods; (d) failed to provide compliant rest periods; (e) failed to adequately reimbursement Class Members for all business expenses; and (f) failed to pay former Class Members all wages due upon separation.

4. During the past four years of the filing of the initial complaint, Class Members

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[1] https://www.oneworkplace.com/services/site-services?hsCtaTracking=5fa96cba-371d-498b-8d64-e36f05c2df7e%7Ca0111036-ad85-43bc-a6f2-8fc95c1c2d57 (last visited Oct. 4, 2024).

were not paid at the prevailing wage for travel time from their homes to the public work sites, from the warehouses to the public work sites, from the public work sites to the warehouses, or from the public work sites to their homes (the "Prevailing Wage Rate Violations"). The Class Members were paid at the prevailing wage rate for public work projects only when they arrived at the public work sites. As a result of the Prevailing Wage Rate Violations, Defendants uniformly and as a matter of pattern and practice violated Labor Code §§ 204, 1194, 1197, 1197.1, 1198, 1720, *et seq*., and the applicable Wage Order.

5. During the past four years of the filing of the initial complaint, Class Members were not paid overtime at the prevailing wage rates for travel time from their homes to the public work sites, from the warehouses to the public work sites, from the public work sites to the warehouses, or from the public work sites to their homes (the "Prevailing Wage Rate Overtime Violations"). The Class Members were paid at the prevailing wage rate for public work projects only when they arrived at the public work sites. As a result of the Prevailing Wage Rate Overtime Violations, Defendants uniformly and as a matter of pattern and practice violated Labor Code §§ 204, 510, 1194, 1197, 1197.1, 1198, 1720, *et seq*., and the applicable Wage Order.

6. During the past four years of the filing of the initial complaint, Class Members were paid based on their scheduled hours, instead of actual hours worked based on the times they clocked in and out from the ADP app on their phones. As a result, Class Members were not being paid the minimum wage and/or prevailing wage for all non-overtime hours worked (the "Minimum Wage Violations") and were not being paid overtime compensation at the prevailing wage rates for overtime hours worked (the "Overtime Violations"). Defendants therefore uniformly and as a matter of pattern and practice violated Labor Code §§ 204, 510, 1194, 1197, 1197.1, 1198, 1720, *et seq*., and the applicable Wage Order.

7. During the past four years of the filing of the initial complaint, Class Members worked shifts in excess of 5 and 10 hours a day, entitling them to first and second meal periods of at least 30 minutes each. However, the time punches on the Class Members' ADP

apps will show they missed their meal periods, or the meal periods were cut short, or the meal periods were taken late. Defendants did not pay Class Members an additional hour of pay at the prevailing wage rate for these meal period violations. As a result, Defendants violated Labor Code §§ 226.7, 512(a), 1198, 1720, *et seq*., and the applicable Wage Order.

8. During the past four years of the filing of the initial complaint, Class Members worked shifts of 4 hours or major fraction thereof without rest periods of at least 10 minutes' rest time and Defendants failed to compensate the Class Members for these missed rest periods at the prevailing wage rate in violation of Labor Code §§ 226.7, 1198, 1720, *et seq*., and the applicable Wage Order.

9. Defendants knowingly and intentionally failed to provide Class Members with timely and accurate wage statements in violation of Labor Code §§ 226, 1174(d), 1198 and the applicable Wage Order.

10. Defendants failed to provide Class Members their final wages immediately upon termination, or within 72 hours of voluntarily leaving employment.

11. To perform their jobs, Class Members were occasionally required to use their own personal vehicles, but they were not adequately reimbursed for mileage. The Class Members were not reimbursed for mileage if they drove from their homes to the private and/or public work sites. In addition, Class Members were reimbursed at pre-determined mileage when traveling from the warehouse to the private and/or public work sites, regardless of the actual miles traveled. Moreover, if the private and/or public work sites were in San Francisco, Class Members were required to use the address of the Santa Clara office for their mileage reimbursement requests even if they were traveling from a farther location. Because Defendants did not fully reimburse Class Members for these mileage expenses, Defendants violated Labor Code § 2802.

12. Class Members were also occasionally required to use their own personal cell phones, but they were not adequately reimbursed for the expenses incurred for their cell phone usage. The Class Members were often required to use cell phones to communicate with

management while out in the field or afterhours. However, the Class Members were not reimbursed for the expenses incurred while using their personal cell phones for business purposes. Therefore, Defendants violated Labor Code § 2802.

13. Class Members were required to mostly provide their own tools for their daily work, including but not limited to electric drills, drill bits, drill batteries, tape measurers, angle drives, screwdrivers, box cutters, electrical testers, tin snips, hacksaws and wonder bars. However, Defendants did not reimburse Class Members for the expenses incurred for the tools necessary for Class Members to perform their duties. Therefore, Defendants violated Labor Code § 2802.

14. On information and belief, Plaintiffs allege that Defendants applied the same policies described above to all other members of the proposed Class. As alleged below, these uniform policies, practices and procedures violated California's labor laws and constituted unfair, fraudulent or illegal business practices under Business & Professions Code § 17200, *et seq*.

PARTIES, JURISDICTION AND VENUE

15. Defendants employed Plaintiffs as installers or similar positions within the last four years prior to the filing of the initial complaint.

16. Defendants One Workplace Construction, LLC and One Workplace L. Ferrari, LLC are both Limited Liability Companies headquartered at 2500 De La Cruz Blvd., Santa Clara, California 95050.

17. Defendant One Workplace is an unknown business entity doing business in the State of California.

18. Plaintiffs do not know the true names or capacities of the Defendants sued herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under such fictitious names. Plaintiffs are informed and believe, and based thereon, allege that each of said fictitious Defendants are and were responsible in some manner for the injuries complained of herein. Plaintiffs will amend this FAC to identify such fictitiously-named

Defendants pursuant to Code of Civil Procedure § 474 once their identities become known.

19. The relief sought by Plaintiffs on behalf of themselves and the Class defined below exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. The Court has personal jurisdiction over each of the parties because they are either citizens of this State, doing business in this State or otherwise have minimum contacts with this State.

20. Venue is proper in this County because Plaintiffs worked for Defendants in this County, and as a result, this dispute arose in this County and Defendants are headquartered in this County.

21. Plaintiffs are informed and believe and, based thereon, allege that Defendants were at all times relevant hereto members of, and engaged in, a joint venture, partnership, association or common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, association or common enterprise. Furthermore, Plaintiffs are informed and believe and, based thereon, allege that at all times relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect to, the commission of the acts complained of herein. Defendants are therefore jointly and severally liable for the injuries complained of herein.

CLASS ALLEGATIONS

22. Plaintiffs bring this action pursuant to Code of Civil Procedure § 382 on behalf of themselves and the Class Members defined below. The Class is comprised of and defined as:

> **All current and former non-exempt employees who worked for Defendants within the State of California at any time during the period from four years preceding the filing of the initial complaint until final Judgment**.

23. Plaintiffs reserve the right to establish subclasses as appropriate.

24. There exists a well-defined community of interest among the Class, and the Class is readily ascertainable.

25. The members of the Class are so numerous that joinder of all members in a single action would not be feasible or practical, and the amount of individual damages is not large enough to make individual lawsuits by each class member practical or feasible. Plaintiffs are informed and believe and based upon such information and belief allege that there are in excess of 100 members of the Class.

26. Plaintiffs' claims are typical of the claims of the rest of the Class, and Plaintiffs and their counsel will fairly and adequately represent the interests of the Class.

27. Common issues of fact and/or law predominate in this action over any allegedly individual issues. Specifically, the following common questions of fact or law predominate and make this action superior to individual actions:

(i) whether Defendants violated Labor Code §§ 204, 210, 1720, *et seq*., and applicable Wage Order by failing to pay wages for all hours worked;

(ii) whether Defendants violated Labor Code §§ 510, 1182.12, 1194, 1197, 1197.1, 1198, 1720, *et seq*., and applicable Wage Order by failing to pay the minimum wage and/or prevailing wage for all hours worked;

(iii) whether Defendants violated Labor Code §§ 510, 1198, 1720, *et seq*., and applicable Wage Order by failing to pay overtime compensation and/or overtime compensation at the prevailing wage rates;

(iv) whether Defendants violated Labor Code §§ 226.7, 512(a), 1198, and applicable Wage Order by failing to provide first and second meal periods of at least 30-minutes when the shifts exceeded 5 and 10 hours of work, and not compensating employees with one hour of pay at the employees' regular rate of compensation and/or prevailing wage rate for each workday that meal periods were not provided;

(v) whether Defendants violated Labor Code § 226.7 and applicable Wage Order by failing to provide daily rest periods of ten minutes per four hours or major fraction thereof worked when the shift exceeded three-and-a half hours and by failing to compensate employees one hour's regular wages and/or prevailing wage rates in lieu of rest periods;

(vi) whether Defendants violated Labor Code §§ 226(a), 1174(d), 1198, and applicable Wage Order by failing to provide and maintain timely and accurate itemized wage statements;

(vii) whether Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay Class Members all wages due upon termination or within 72 of resignation;

(viii) whether Defendants violated Labor Code § 2802 by failing to reimburse Class Members for all reasonable and necessary business expenses; and

(ix) whether Defendants' practices constitute unfair, fraudulent, or illegal business practices under Business and Professions Code § 17200, *et seq*.

28. California labor laws under which Plaintiffs assert the following causes of action on behalf of themselves and the rest of the Class are broadly remedial in nature. These labor laws serve an important public interest in establishing minimum working conditions and standards in California. They furthermore protect employees from exploitation by employers who may seek to take advantage of their superior economic and bargaining power in setting onerous terms and conditions of employment. The class action mechanism is a particularly efficient and appropriate procedure to redress the injuries alleged herein. If each employee in the Class was required to file an individual action, Defendants would be able to use their superior financial and legal resources to gain an unfair advantage over each individual class member. Moreover, requiring each class member to pursue an individual action would also discourage the assertion of meritorious causes of action by employees who would likely be disinclined to file such individual actions due to a justifiable fear of retaliation and damage to their careers at subsequent employment.

29. In addition, even if feasible, individual actions by each Class member would create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims of each Class Member against Defendants, that in turn could establish potentially incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect to individual Class Members that would, as a practical matter, be dispositive of the interests of the other Class Members. Furthermore, the claims of each individual Class member are not sufficiently large enough to make it economically feasible to bring each Class member's claims on an individual basis.

<u>FIRST CAUSE OF ACTION</u>

FAILURE TO PAY EARNED WAGES

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 204 and 210; applicable Wage Order)

30. Plaintiffs reallege and incorporate herein by this reference each of the allegations set forth above.

31. Defendants failed to pay Class Members all of their earned wages as required by the Labor Code and applicable Wage Order.

32. Class Members have been deprived of their rightfully earned wages as a direct and proximate result of Defendants' failure to pay said compensation. Class Members are entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

33. In addition, Class Members are entitled to penalties pursuant to Labor Code § 210 as follows: (1) for Defendants' initial violation, $100 for each failure to pay each Class Member; and (2) for each of Defendants' subsequent violations, or any willful or intentional violation, $200 for each failure to pay each Class Member, plus 25 percent of the amount unlawfully held.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PAY AN HOURLY WAGE FOR EACH AND EVERY HOUR WORKED AND/OR AT THE PREVAILING WAGE RATE

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 510, 1182.12, 1194, 1197, 1197.1, 1198, and 1720, *et seq*.; applicable Wage Order)

34. Plaintiffs allege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

35. Under Labor Code §§ 1194 and/or 1720, *et seq*., employees must be separately paid an hourly wage, including the prevailing wage, for each and every hour worked. *Balasanyan v. Nordstrom, Inc.*, 913 F.Supp.2d 1001, 1007 (S.D. Cal. 2012); *Kaanaana v. Barrett Business Services, Inc*., 11 Cal.5th 158, 166 (2021) ("A 'contractor to whom the contract is awarded ... shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.' A contractor who fails to do so is liable for the deficiency and subject to a penalty.") (internal citations omitted). A California employer cannot average an employee's compensation over the total number of hours worked to determine compliance with minimum wage obligations. *Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323-324 (2005) (employees must be compensated the minimum wage for "non-productive time"); *Cardenas v. McLane FoodServices, Inc.*, 796 F.Supp.2d 1246, 1252-1253 (C.D. Cal. 2011) (employees must be paid a separate hourly rate for pre-and-post shift duties not covered by the piece-rate formula); *Balasanyan, supra,* 913 F.Supp.2d at p. 1007; *Gonzalez v. Downtown LA Motors, LP*, 215 Cal.App.4th 36, 48-49 (2013) (employees paid on a piece-rate basis must be paid a separate hourly rate for "non-repair tasks"). "The *Armenta* line of cases is quite clear: employees must be directly compensated at least minimum wage for all time spent on activities that do not allow them to *directly* earn wages." *Balasanyan, supra,* 913 F.Supp.2d at 1007 (emphasis added).

36. As alleged above, Defendants deprived Class Members of an hourly wage, including at the prevailing wage, for all non-overtime hours worked. Under Labor Code §§ 1194 and 1720, *et seq*., Class Members are entitled to recover such amounts, plus interest thereon, reasonable attorney's fees, and costs, and penalties.

37. In addition, under Labor Code § 1194.2, Class Members are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME COMPENSATION AND/OR OVERTIME AT PREVAILING WAGE RATES

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 510, 1198, and 1720, *et seq*.; applicable Wage Order)

38. Plaintiffs reallege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

39. Defendants employed Class Members for more than 8 hours per day and more than 40 hours per workweek, but Defendants failed to pay them the overtime compensation at the correct rate of pay as required by the Labor Code and applicable Wage Order.

40. Defendants thus required Class Members to work for longer hours than those fixed, or under conditions prohibited, by order of the IWC, in violation of those orders.

41. Defendants deprived Class Members of their rightfully earned overtime compensation as a direct and proximate result of Defendants' failure to pay for all hours Class Members actually worked. Under Code Labor Code §§ 1194 and 1720, *et seq*., Class Members are entitled to recover such amounts, plus interest thereon, attorney's fees and costs, and penalties.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 226.7, 512(a), and 1198; applicable Wage Order)

42. Plaintiffs reallege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

43. The Labor Code and the Wage Order provide that employees are entitled to

uninterrupted, off-the-clock meal periods of not less than 30-minutes for every five hours worked. The Labor Code and applicable Wage Order also require the employer to pay the employee one hour at the employee's regular rate of compensation and/or prevailing wage rate for each day that the employer does not provide at least one required meal period.

44. Defendants employed Class Members for work periods of more than 5 and 10 hours without legally compliant meal periods of not less than 30-minutes and failed to compensate them for such meal periods, as required by Labor Code § 226.7 and applicable Wage Order.

45. Defendants deprived Class Members of their rightfully earned compensation for meal periods as a direct and proximate result of Defendants' failure to pay compensation for said meal period violations.

46. The remedy provided for in Labor Code § 226. 7 constitutes a wage, and Class Members are entitled to interest thereon. *See Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal.4th 1094, 1099-1100 (2007).

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 226.7 and 1198; applicable Wage Order)

47. Plaintiffs reallege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

48. The Labor Code and the Wage Order provide that employees are entitled to uninterrupted rest period of not less than 10-minutes for every four hours worked or major fraction thereof. The Labor Code and applicable Wage Order require the employer to pay the employee one hour at the employee's regular rate of compensation and/or prevailing wage rates for each day that the employer does not provide at least one required rest period.

49. Defendants employed Class Members for work periods of four hours or major fraction thereof without rest periods of ten minutes and failed to compensate them for such

rest periods as required by Labor Code § 226.7 and Wage Order 5-2001.

50. Defendants deprived Class Members of their rightfully earned compensation for rest periods as a direct and proximate result of Defendants' failure to pay compensation for said rest period violations.

51. The remedy provided for in Labor Code § 226.7 constitutes a wage, and Class Members are entitled to interest thereon. *See Murphy, supra*, 40 Cal.4th at 1099-1100.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE AND MAINTAIN ACCURATE AND ITEMIZED WAGE STATEMENTS

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 226, 1174(d), and 1198; applicable Wage Order)

52. Plaintiffs reallege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

53. Labor Code § 226(a) required Defendants, "semimonthly or at the time of each payment of wages," to furnish their workers with "an accurate itemized statement in writing" showing gross and net wages earned, total hours worked by the employee, rates of pay, and other information. Defendants knowingly and intentionally failed to provide their workers with such timely and accurate wage and hour statements.

54. Class Members suffered injury as a result of Defendants' knowing and intentional failure to provide their workers with the wage and hour statements required by law.

55. Under Labor Code § 226(e) and (t), and based on Defendants' conduct as alleged herein, Class Members are entitled to (a) $50 for the initial pay period in which a wage and hour statement violation occurred, and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars $4,000; (b) injunctive relief to ensure Defendants' compliance with Labor Code § 226; and (c) an award of costs and reasonable attorney's fees.

56. Moreover, as a result of Defendants' conduct, Class Members have suffered actual damages in that, among other things, the lack of accurate wage statements hindered Class Members from determining the correct amount of wages owed to them and the legal entity that actual employs them. The absence of accurate wage statements has caused Class Members time, money, and energy in attempting to reconstruct time and pay records and resulted in the submission by Defendants of inaccurate information about wages and deductions. As a result of Defendants' failure to provide Class Members with timely and accurate wage statements, Class Members are entitled to recover the aggregate sum according to proof, of all actual damages they suffered.

57. Defendants' conduct also entitles Class Members to seek preliminary and permanent injunctive relief including, but not limited to, an order that Defendants issue wage and hour statements to their workers that comply with Labor Code § 226.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY FINAL WAGES

AGAINST ALL DEFENDANTS

(Cal. Lab. Code §§ 201-203)

58. Plaintiffs reallege and incorporate herein by this reference each of the allegations set forth above.

59. During the Class period, Labor Code §§ 201 and 202 applied to Defendants' employment of Plaintiffs and Class Members. At all times relevant hereto, Labor Code § 201 provided that if an employer, such as Defendants, discharged an employee such as a Class Member, the wages earned and unpaid at the time of discharge were due and payable immediately.

60. Furthermore, at all relevant times Labor Code § 202 provided and provides that if an employee, such as a member of the Class, voluntarily leaves his or her employment, the wages earned and unpaid must be paid by the employer within 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to leave, in which

case the employee is entitled to receive his or her wages immediately at the time of quitting.

61. Plaintiffs and other Class Members have left their position of employment at Defendants' business during the Class period. However, Defendants willfully did not pay Plaintiffs and other Class Members all of the wages that were due to them within the time required by §§ 201 and 202. Defendants therefore violated those Labor Code sections.

62. During the Class period, Labor Code § 203 provided that if an employer, such as Defendants, fails to pay any of the wages owed to an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

63. Accordingly, Plaintiffs and the members of the Class who were discharged or who quit during the Class period are entitled to receive their wages for each day they were not paid, at their regular rate of pay, up to a maximum of 30 days, plus interest, costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL REASONABLE AND NECESSARY BUSINESS EXPENSES

AGAINST ALL DEFENDANTS

(Cal. Lab. Code § 2802)

64. Plaintiffs reallege and incorporate herein by this reference each of the allegations set forth above.

65. Labor Code § 2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

66. During the relevant time period, Class Members were not adequately reimbursed for all mileage incurred when using their own personal vehicles.

67. In violation of Labor Code §2802, Defendants failed to indemnify Class

Members for these expenses.

68. In committing the violations as herein alleged, Defendants have intentionally and willfully failed to fully reimburse Class Members for necessary business-related costs and expenses. As Defendants failed to inform and misled Plaintiffs of their right to reimbursement of business expenses, Plaintiffs were led to believe that incurring those lawful and necessary expenses were an expected and essential function of their employment with Defendants and that they would not be reimbursed from their expenses because it was company practice to not reimburse for all mileage incurred, for cell phone usage, or for the tools purchased by all Class Members. As a direct result, Class Members have suffered and continue to suffer substantial losses relating to the use and enjoyment of such compensation, wages, expenses, and attorney's fees.

<u>NINTH CAUSE OF ACTION</u>

UNFAIR COMPETITION

AGAINST ALL DEFENDANTS

(Bus. & Prof. Code § 17200, *et seq*.)

69. Plaintiffs reallege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

70. Defendants' violations of the Labor Code and applicable Wage Order constitute unfair business practices in violation of Business & Professions Code § 17200, *et seq*.

71. Plaintiffs and other Class Members have suffered injury in fact and have lost money or property as a result of Defendants' unfair business practices, and Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiffs and other Class Members.

72. Plaintiffs are entitled to immediate possession of all amounts owed, with interest.

73. Upon information and belief, Defendants have under-reported to federal and

state authorities wages actually earned by Plaintiffs and all Class Members and therefore have underpaid state and federal taxes, employer matching funds, unemployment premiums, Medicare and worker's compensation premiums. Such conduct is illegal under Business & Professions Code §§ 17000, *et seq*. and 17200, *et seq*.

74. Defendants' unfair business practices entitle Plaintiffs and other Class Members to seek preliminary and permanent injunctive relief including, but not limited to, orders that Defendants account for, disgorge, and restore to their workers the compensation unlawfully withheld.

TENTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

AGAINST ALL DEFENDANTS

(Cal. Lab. Code § 2698, *et seq*.)

75. Plaintiffs re-allege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of this FAC as if fully set forth herein.

76. Labor Code § 2698, *et seq*. (the PAGA) creates specified remedies that are triggered when an employer violates any provision of the Labor Code specified in Labor Code § 2699.5.

77. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendants failed to comply with their statutory obligations to pay Plaintiffs and aggrieved employees all wages they were due according to the applicable California Labor Code sections set forth herein. Defendants' illegal actions give rise to statutory and civil penalties including, but not limited to, penalties provided by, and pursuant to, Labor Code §§ 201-204, 210, 218, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1198, 2802 and applicable Wage Order.

78. Pursuant to Labor Code § 2699(f), for all provisions of the Labor Code that do not have a civil penalty specifically specified, there is an established civil penalty for a violation of the provisions as follows: $100 for each aggrieved employee per pay period for

the initial violation and $200 for each aggrieved employee per pay period for each subsequent violation.

79. Labor Code § 558 mandates a penalty be assessed against any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of the chapter starting with Labor Code § 500, et seq. or any provision regulating hours and days of work in any order of the Industrial Welfare Commission as follows: $50 for the first pay period in which the employee is underpaid; and, for each subsequent violation, $100 for each pay period in which the employee is underpaid. The civil penalties so provided in this section are in addition to any other civil penalties provided by law.

80. Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code and "a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under th[e] [PAGA] at any time within … time periods specified in" the PAGA. Cal. Lab. Code § 2699.3(a)(2)(C).

81. On September 12, 2024, Plaintiffs gave notice of these claims to the California Labor and Workforce Development Agency ("LWDA") and to Defendants. Attached hereto as Exhibit 1 is a copy of Plaintiffs' PAGA notice, which they hereby incorporate by reference. Plaintiffs did not receive any response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiffs have exhausted all notice requirements under the PAGA.

82. Plaintiffs will seek recovery of civil penalties per pay period during the relevant PAGA time period for Plaintiffs and each "aggrieved employee" in an amount according to proof, subject to Court approval as set forth in Labor Code § 2699.

83. Plaintiffs will seek recovery of attorneys' fees and costs pursuant to Labor Code § 2699(g), in an amount according to proof and subject to Court approval.

84. As provided above, Plaintiffs have completed all administrative prerequisites to seeking the penalties for Labor Code violations provided by the PAGA (including Labor Code § 558)

PRAYER

WHEREFORE, Plaintiffs pray for Judgment on behalf of themselves and the rest of the Class and aggrieved employees against all Defendants, as follows:

ON THE FIRST CAUSE OF ACTION

1. For all unpaid earned wages;
2. For all actual, consequential, and incidental losses and damages, according to proof;
3. For prejudgment interest; and
4. For reasonable attorneys' fees and costs under Labor Code § 218.5.

ON THE SECOND CAUSE OF ACTION

1. For all underpaid wages and/or prevailing wages;
2. For liquidated damages and penalties pursuant to Labor Code § 1194.2 and 1775;
3. For prejudgment interest; and
4. For attorneys' fee and costs.

ON THE THIRD CAUSE OF ACTION

1. For unpaid overtime wages and/or unpaid overtime at the prevailing wage rates;
2. For prejudgment interest and penalties pursuant to Labor Code § 1775; and
3. For reasonable attorneys' fees and costs under Labor Code § 1194.

ON THE FOURTH CAUSE OF ACTION

1. For unpaid wage premiums at the correct rate of pay for failing to provide compliant meal periods; and
2. For prejudgment interest.

ON THE FIFTH CAUSE OF ACTION

1. For unpaid wage premiums at the correct rate of pay for failing to provide compliant rest periods; and

2. For prejudgment interest.

ON THE SIXTH CAUSE OF ACTION

1. For damages and penalties under Labor Code § 226(e); and
2. For reasonable attorneys' fees and costs under Labor Code § 226(e).

ON THE SEVENTH CAUSE OF ACTION

1. For the wages of each Class Member who is no longer employed by Defendants at their regular daily rate up to a maximum of 30 days;
2. For prejudgment interest; and
3. For reasonable attorneys' fees.

ON THE EIGHTH CAUSE OF ACTION

1. For the unreimbursed expenses incurred by Plaintiffs and the Class;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs under Labor Code § 2802.

ON THE NINTH CAUSE OF ACTION

1. For restitution of all unpaid wages, overtime and other monies withheld from Plaintiffs and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent business practices; and
2. For reasonable attorneys' fees and costs under Code of Civil Procedure § 1021.5.

ON THE TENTH CAUSE OF ACTION

1. Civil penalties pursuant to Labor Code § 558:
   a. $50 for each underpaid employee for each pay period per violation; and
   b. $100 per employee per pay period for subsequent violations per violation.
2. Civil penalties pursuant to Labor Code § 2699(f):
   a. $100 for each aggrieved employee per pay period for the initial violation per violation; and

b. $200 for each aggrieved employee per pay period for each subsequent violation per violation.

3. For other penalties under PAGA as allowed as the Court may deem appropriate; and

4. Attorneys' fees and costs litigation expenses pursuant to Labor Code § 2699(g).

ON ALL CAUSES OF ACTION

1. For certification of the action as a class action;

2. For attorneys appearing on the above caption to be named class counsel and for named Plaintiffs to be appointed class representatives;

3. A declaratory judgment that the practices complained of in this FAC are unlawful under California Law;

4. For reasonable attorneys' fees under the Labor Code and all related statutes, including Code of Civil Procedure § 1021;

5. For costs of the suit incurred herein; and

6. For such further relief as the Court may deem appropriate.

DATED: November 27, 2024 **BELIGAN LAW GROUP, LLP**

By: */s/ Jerusalem F. Beligan*______________

Jerusalem F. Beligan
Leah M. Beligan

Attorneys for Plaintiffs, the Putative Class, and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims so triable.

DATED: November 27, 2024

BELIGAN LAW GROUP, LLP

By: */s/ Jerusalem F. Beligan*

Jerusalem F. Beligan
Leah M. Beligan

Attorneys for Plaintiffs, the Putative Class, and Aggrieved Employees

EXHIBIT 1

BELIGAN LAW GROUP

A LIMITED LIABILITY PARTNERSHIP

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September 12, 2024

Via Online Filing

Labor & Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail (Return Receipt Requested)

One Workplace Construction, LLC
Attn.: Human Resources
2500 De La Cruz Blvd.
Santa Clara, CA 95050

Mark Baker
As Agent for Service of Process of
One Workplace Construction, LLC
1758 Harmil Way
San Jose, CA 95125

Re: Notice pursuant to the Private Attorneys General Act, Cal. Lab. Code § 2699.3, *et seq.* (the "PAGA") regarding claims of Claimants, individually, and on behalf of all aggrieved employees, against Respondent

Dear Sir or Madam:

Claimants Tavoris Saucier, Blong Yang, Andrew Emary, Jason Serios, and Eric Barbery ("Claimants") have retained our firm to represent them and other similarly situated current and former employees of Respondent One Workplace Construction, LLC ("Respondent" or "One Workplace") for alleged violations of California's Labor Codes.

Claimants are former employees of Respondent and were employed by Respondent as installers or similar titles. Respondent employed and continues to employ other similarly situated employees as nonexempt installers throughout California (collectively with Claimants, the "Aggrieved Employees"). As will be explained in detail below, Claimants allege that Respondent violated and continues to violate numerous California Labor Codes; thus, entitling the Aggrieved Employees to penalties under the PAGA.

This letter serves to inform Respondent of Claimants' intent to file a lawsuit and bring a cause of action under the PAGA for Respondent's failure to: (1) comply with California's prevailing wage requirements; (2) pay at least the minimum wage for all non-overtime hours worked; (3) pay overtime wages when Aggrieved Employees worked more than 8 hours in a day or 40 hours in a week; (4) provide compliant meal periods; (5) authorize and permit rest periods; (6) provide accurate wage statements; and (7) pay all wages due to Aggrieved Employees upon separation of employment. As a result, One Workplace violated, among other statutes and regulations, Labor Code §§ 201-204, 210, 218, 226, 226.7, 512, 558, 558.1, 1174(d), 1194, 1198, and provisions of Industrial Welfare Commission Wage Order 5-2001 ("Wage Order No. 4").

Claimants are informed and believe that said violations are ongoing, systematic and uniform. If Respondent fails to cure these alleged violations on a representative basis, as stated above, Claimants will file a complaint and bring an action against Respondent under the PAGA to recover civil penalties as provided by California law.

Facts and Theories to Support the Alleged Labor Code Violations

A. Respondents did not pay the Aggrieved Employees the prevailing wage rate for all compensable hours worked on public works projects.

At all times relevant, pursuant to Labor Code §§ 1197 and 1198, it is unlawful for an employer to pay less than the wage established by law or to employ persons in excess of the hours fixed by the IWC or under conditions prohibited by Wage Order No.4.

At all times relevant, Labor Code §1720(a) defines "public works" as:

> (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds… For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, 'installation' includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

The Labor Commissioner's Office Public Works Manual section 4.1.5 states the following:

> **Compensable Travel Time**
>
> Travel time related to a public works project constitutes 'hours worked' on the project, which is payable at not less than the prevailing rate based on the worker's classification, unless the Director's wage determination for that classification specifically includes a lesser travel time rate. (See Director's Decision in *In the Matter of Kern Asphalt Paving & Sealing Co., Inc.* (March 28, 2008), Case No. 04 0117-PWH. (See also *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575).) **Travel time required by an employer after a worker reports to the first place at which his or her presence is required by the employer is compensable travel time, and includes travel to a public work site, whether from the contractor's yard, shop, another public work site, or a private job site. All such compensable travel time must be paid at the same prevailing**

> **wage rate required for the work actually performed by the worker at the public works site. No additional facts, such as whether tools or supplies are being delivered by the worker to the site, need be present**.

Here, Aggrieved Employees were regularly assigned to public works projects. In addition, Aggrieved Employees were required to transport or deliver products or supplies from the warehouse to the jobsite, from the jobsite to the warehouse, or from jobsite to jobsite. Respondent, however, did not pay this travel time at the prevailing wage rate, but instead, Respondent paid Aggrieved Employees at their regular rate in direct violation of California's prevailing wage laws. Respondent only paid the Aggrieved Employees the prevailing wage rate when they performed work on the jobsite.

Moreover, Aggrieved Employees were required to perform follow-up work or additional work at these public work projects, but Respondent did not pay the Aggrieved Employees at the prevailing wage rates for this additional work. Instead, Respondent paid the Aggrieved Employees at their regular rate in violation of California's prevailing wage laws.

B. Respondent did not pay the Aggrieved Employees an hourly wage for all non-overtime hours worked and did not pay the Aggrieved Employees overtime wages for all overtime hours worked.

At all times relevant, Labor Code § 1194(a) provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

At all times relevant, Labor Code § 510 provides for payment of a minimum wage regardless of the number of hours worked, and one and one-half times each employee's regular rate of pay for all work over eight hours in a day, 40 hours in any workweek, or the first eight hours of the seventh consecutive day of work. In addition, Labor Code § 510 provides for payment of double the employee's regular rate of pay for work in excess of 12 hours per day or in excess of eight hours on the seventh consecutive day of any work week.

At all times relevant, Labor Code § 558 provides, in pertinent part, "[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 [IWC] 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

Labor Code § 204 provides, in pertinent part, that "[a]ll wages … earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." It further provides that "[l]abor performed between the 1st and 15th days … of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day … of any calendar month, shall be paid for between the 1st and 10th day of the following month." Labor Code § 210 provides, in pertinent part, that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section[] … 204 … shall be subject to a penalty …" That statute further states that "[a]n employee is … entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation." At all times relevant, Labor Code § 210 provides, in pertinent part, that "every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

At all times relevant, Labor Code § 218 provides in pertinent part, "…Nothing in this article shall limit the right of any wage Claimants to sue directly or through an assignee for any wages or penalty due him under this article."

Here, Respondent violated Labor Code §§ 204, 210, 218, 510, 558, 1182.12, 1194, 1197 and 1198. Specifically, Respondent required the Aggrieved Employees to download the ADP app on their personal cellphones to clock in and out for work. The Aggrieved Employees would accurately reflect the time they started and ended work on their ADP app, but Respondent did not pay the Aggrieved Employees based on the clock in and clock out times in their ADP app. Instead, Respondent paid the Aggrieved Employees based on their scheduled hours, regardless of whether they worked more hours than their scheduled time. As a result, the Aggrieved Employees were not paid for all non-overtime hours worked and were not paid overtime pay when they worked more than 8 hours in a day or more than 40 hours in a week. In addition, the Aggrieved Employees had to occasionally cut their meal periods short, but because Respondent paid the Aggrieved Employees based on their scheduled hours, Respondent would deduct the 30-minute meal period, even though the Aggrieved Employees had to cut their meal periods short, further depriving the Aggrieved Employees of pay for all non-overtime and overtime hours worked.

Respondent also failed to tender to the Aggrieved Employees all of their earned wages in accordance with California law including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month. Because the Aggrieved Employees were not paid for all labor performed during the correct pay periods, Respondent also violated Labor Code §§ 204 and 210.

C. Respondent failed to provide the Aggrieved Employees with timely, off-duty meal periods of at least 30 minutes.

At all times relevant, Labor Code § 512 requires that each employee working at least 5 hours must be given a paid or unpaid meal period of not less than 30-minutes, uninterrupted, where the employee is relieved of all job duties and is free to leave the work premises.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take a valid meal period must be paid one hour of additional pay at the employee's regular rate of pay or prevailing wage rate for each such workday in which a valid meal period is not provided.

Here, Respondent did not provide the Aggrieved Employees with compliant meal periods. The Aggrieved Employees were required to take late lunches or had to cut their meal periods short. Moreover, Respondent did not pay the Aggrieved Employees an additional hour of pay at their regular rate or prevailing wage rate for these late and short meal periods. As a result, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

D. Respondent failed to provide the Aggrieved Employees with uninterrupted, off-duty rest periods for every four hours worked or major fraction thereof.

At all times relevant, Wage Order No. 4, which applies to the Aggrieved Employees' employment with Respondent specifically requires each nonexempt employee working at least three and a-half hours to be given a paid rest period of not less than ten consecutive minutes, uninterrupted, where the employee is relieved of all duties. In addition, a second rest period of not less than ten consecutive minutes must be given to each nonexempt employee working at least six hours in any given workday, and a third rest period for shifts in excess of ten hours.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who was not permitted to take a valid rest period must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which a valid rest period was not provided.

Here, Respondent did not authorize and permit Aggrieved Employees to take compliant rest periods under California law and Wage Order No. 4. Specifically, Respondent did not schedule paid 10 minutes rest periods for the Aggrieved Employees or relieve Aggrieved Employees of their duties so they can take 10-minute rest periods. Moreover, Respondent failed to pay Aggrieved Employees an additional hour of pay at their regular rate or prevailing wage rate for the numerous instances where it failed to authorize and permit the Aggrieved Employees to take paid 10-minute rest breaks, relieved of all duties, for shifts of at least three and a-half hours. One Workplace also failed to pay the Aggrieved Employees one hour of pay for the numerous instances where it failed to authorize and permit the Aggrieved Employees to take second rest periods for shifts of more than six hours, or a third rest period for shifts in excess of 10 hours. In short, One Workplace failed to make available to the Aggrieved Employees proper rest periods in compliance with California law and Wage Order No. 4. As a result, One Workplace violated Labor Code §§ 226.7, 558, 1197, and 1198.

E. Respondent failed to furnish accurate wage statements to the Aggrieved Employees.

At all times relevant, Labor Code § 226 requires One Workplace to "furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, … (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,…(8) the name and address of the legal entity that is the employer…and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Here, Respondent violated Labor Code § 226. Respondent had a uniform policy and practice to violate said Labor Code by failing to set forth the applicable prevailing wage rates for all hours worked on public work projects, account for all of the hours worked by the Aggrieved Employees, inaccurately setting forth the net and gross wages earned, failing to show premium wages for meal-and-rest break violations, and by failing to identify the correct legal entity who employs the Aggrieved Employees. As a result, One Workplace has violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Aggrieved Employees' respective (1) gross wages earned, (2) total hours worked, (3) net wages earned, (4) all applicable hourly rates and the corresponding number of hours worked at each hourly rate, and (5) the correct legal entity that employs the Aggrieved Employees.

F. Respondent failed to reimburse the Aggrieved Employees for reasonable and necessary business expenses incurred as a result of performing their duties.

California law requires that Respondent indemnify their employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. *See* Cal. Lab. Code § 2802.

Respondent violated Labor Code § 2802 by failing to indemnify Aggrieved Employees for the necessary expenditures they incurred in the discharge of their duties. Specifically, Respondent failed to fully reimburse the Aggrieved Employees for the use of their personal cellphones and personal vehicles. This practice resulted in the Aggrieved Employees not receiving indemnification for these necessary business expenses in violation of Labor Code § 2802.

G. Respondent failed to pay all wages due to the Aggrieved Employees upon termination.

At all times relevant, Labor Code § 200 defines "wages" as including all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Here, One Workplace violated Labor Code §§ 200-203. When former Aggrieved Employees' employment with One Workplace ended, One Workplace failed to pay them all their earned wages as detailed above, immediately upon their discharge or within 72 hours thereafter. In addition, One Workplace failed to pay the waiting time penalties to which the Aggrieved Employees are entitled.

To date, as set forth in detail above, One Workplace has failed to pay the Aggrieved Employees all of their earned regular and overtime wages, premium wages for meal-and-rest break violations, accrued interest thereon, and failed to remit the Labor Code §§ 210 and 558 penalties to be imposed as a consequence of said violations of the California Labor Code.

H. One Workplace failed to maintain records of all hours worked by Aggrieved Employees.

Labor Code § 1174(d) provides that every person employing labor in this state shall "… [k]eep, at a central location in the state or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to … employees employed at the respective plants or establishments." It further states that "[t]hese records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years."

As alleged above, the Aggrieved Employees routinely worked hours for which they were not paid the appropriate hourly wage. Further, as alleged *supra*, the meal periods of the Aggrieved Employees were cut short or late, but One Workplace failed to accurately record the meal periods of the Aggrieved Employees in direct violation of California law. Because of One Workplace's unlawful policies and practices, they have violated Labor Code § 1174(d).

Conclusion

One Workplace has violated several California Labor Code provisions. Claimants provide notice of these alleged violations under PAGA's provisions and requests the LWDA to investigate these alleged Labor Code violations. Alternatively, Claimants requests the LWDA to inform them if it does not intend to investigate these violations, so they may file a complaint against One Workplace for the violations discussed in this letter.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact my office.

Sincerely,

BELIGAN LAW GROUP, LLP

Leah M. Beligan

Leah M. Beligan