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LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2280 0002 0214 4873

Return Receipt Requested

Ruff & Ready Moving LLC
Attn: Ruff & Ready Moving LLC
432118 Business Park Dr., Ste. 201
Temecula, CA 92590

Re: Joel Segura v. Ruff & Ready Moving LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: Labor and Workforce Development Agency; Ruff & Ready Moving LLC
("Employer" or "Ruff & Ready")

From: Joel Segura, on behalf of himself and all aggrieved Employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Joel Segura ("Mr. Segura" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other Aggrieved employees.

Theories of Labor Code Violations and Remedies

Ruff & Ready Moving LLC ("Employer") is a California limited liability company that provides moving services and conducts business throughout California, and was the employer of Mr. Segura.

Mr. Segura is a former employee of Employer who worked there as a non-exempt hourly employee from approximately June 2024 until or around July 12, 2024.

Mr. Segura alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 by:

- a) failing to pay Mr. Segura and Aggrieved Employees for all hours worked;
- b) failing to provide Mr. Segura and Aggrieved Employees with compliant meal periods or premium compensation in lieu thereof;
- c) failing to provide Mr. Segura and Aggrieved Employees with compliant rest periods or premium compensation in lieu thereof;
- d) failing to provide Mr. Segura and Aggrieved Employees with accurate itemized wage statements;
- e) failing to pay Mr. Segura and Aggrieved Employees all wages due upon separation;
- f) failing to pay earned wages to Mr. Segura and Aggrieved Employees; and
- g) failing to reimburse Mr. Segura and Aggrieved Employees for all necessary business expenditures.

Mr. Segura and the similarly Aggrieved Employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Segura and Aggrieved Employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “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.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek ... shall be compensated at the rate of no less than one and one-half (1 ½) times the regular rate of pay for an employee.”

Employer failed to pay Mr. Segura and other Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer only paid Employee and Aggrieved Employee for the hours that they were scheduled to work and were not compensated for all hours worked. As a result, Employer failed to compensate Mr. Segura and those similarly situated for all time actually worked. In addition, Employer was obligated to pay Mr. Segura and other Aggrieved Employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve (12) in one (1) day. However, Employer also failed to pay Mr. Segura and other Aggrieved Employees proper overtime and/or double-time rates for hours worked off-the-clock as required by law. Further, Employer also failed to pay Mr. Segura

and Aggrieved Employees the proper rate for meal and rest period premiums when they missed meal and rest breaks.

Employer's failure to pay Mr. Segura and Aggrieved Employees for all hours worked, including applicable minimum wage and overtime and double-time rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510, 1194 and 1197.

B. Employer failed to provide Mr. Segura and Aggrieved Employees with meal and rest period premiums or compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no Employer shall employ a person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an Employer fails to provide an employee a required meal period, the Employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Frequently, Mr. Segura and Aggrieved Employees did not receive their meal periods even though their timecards claim that they received thirty (30) minute meal periods. Employer routinely failed to provide adequate coverage to allow Mr. Segura and other Aggrieved Employees to take their meal and rest breaks. Additionally, when Mr. Segura and other Aggrieved Employees were able to take their meal breaks, they were regularly not provided due to the high volume of work.

Similarly, Mr. Segura and Aggrieved Employees did not receive their rest periods, even though they regularly worked eight (8) hours of work per day. Employer failed or refused to provide adequate premium compensation to Mr. Segura and Aggrieved Employees for late, missed, or interrupted meal and rest periods and not receiving a second (2nd) rest period during an eight (8) hour shift.

Employer's conduct in failing to provide compliant meal and rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Segura and Aggrieved Employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Mr. Segura and Aggrieved Employees for all hours worked during meal and rest breaks and premium compensation for missed, late, and/or interrupted meal and rest periods, and by failing to include among other things, shift differential pay in the regular rate for

purpose of calculating overtime rates to the detriment of Mr. Segura and Aggrieved Employees, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate. Similarly, Employer provided wage statements that only included the employees' regular rate of pay for all overtime and double-time hours worked.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

D. Employer failed to pay Mr. Segura and Aggrieved Employees all wages due upon separation of employment

Labor Code section 201, subdivision (a), states that "[i]f an Employers discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

At the time that Mr. Segura and any of the Aggrieved Employees' employment ended, they were entitled to timely compensation of regular and overtime wages for all hours worked. However, Employer failed or refused to compensate Mr. Segura and Aggrieved Employees for all hours worked. Thus, Employer willfully withheld the wages due to Mr. Segura and Aggrieved Employees and they are therefore entitled to waiting penalties.

Code section 203, subdivision (a), states that "[i]f an Employers willfully fails to pay ... 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."

Employer's conduct is not compliant with Labor Code sections 201 and 203 and is therefore actionable under PAGA.

E. Failure to Timely Pay All Wages Due

Pursuant to Labor Code section 204, employers must pay employees at least twice a month for all wages earned during the preceding pay period. Labor Code section 204 provides that labor performed between the first (1st) and fifteenth (15th) days, inclusive, of any calendar month shall be paid for between the sixteenth (16th) and the twenty-six (26th) day of the month during which the labor was performed, and labor performed between the sixteenth (16th) and the last day, inclusive, of any calendar month, shall be paid for between the first (1st) and the tenth (10th) day of the following month. Employers using an alternate payday schedule must pay wages within seven (7) calendar days of the end of the payroll period within which the wages are earned.

Employer failed to pay all overtime wages, minimum wages and meal/rest premium wages earned on the regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mr. Segura and Aggrieved Employees for work they performed off-the-clock, during meal and rest periods and failing to pay them proper overtime wages.

Employer knew it was required to pay Mr. Segura and Aggrieved Employees these wages owed no later than the payday following the payroll period in which the wages were earned, yet it willfully failed to do so.

F. Failure to Reimburse Employees for Necessary Business Expenditures

Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

Here, Employer failed to indemnify Mr. Segura and Aggrieved Employees for all necessary expenditures or losses incurred by them in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify them for expenditures they incurred, including the general maintenance and upkeep of work uniforms and the usage of their personal cell phones for work-related purposes and in direct consequence of the discharge of their duties to Employer.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Segura becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Segura expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC