

Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Shealene P. Mancuso (SBN 331740)
Shealene.Mancuso@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Tony Correa

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

TONY CORREA, individually, and
on behalf of other members of the
general public similarly situated, and
as an aggrieved employee pursuant to
the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

SAFELITE FULFILLMENT, INC., a
Delaware corporation; SAFELITE
SOLUTIONS, LLC, a Delaware
limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 5:24-cv-02558-SHK

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE
§§ 2698, *ET SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of Labor Code §§ 226.7, 516, and 1198 (Failure to Provide Recovery Periods);
- (6) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);

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- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Tony Correa, individually and on behalf of all other members of
2 the public similarly situated, and as an aggrieved employee and on behalf of all
3 aggrieved employees, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This class action is brought pursuant to Rule 23 of the Federal Rules
6 of Civil Procedure to recover wages and all other available relief on behalf of
7 Plaintiff and all similarly situated current and former non-exempt, hourly paid
8 employees of Defendants, and a non-class representative enforcement action
9 brought pursuant to the Labor Code Private Attorneys General Act of 2004,
10 California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
11 and any other available relief on behalf of Plaintiff, the State of California, and
12 other current and former employees who worked for Defendants in California as
13 non-exempt, hourly paid employees and received at least one wage statement and
14 against whom one or more violations of any provision in Division 2 Part 2 Chapter
15 1 of the Labor Code or any provision regulating hours and days of work in the
16 applicable Industrial Welfare Commission (“IWC”) Wage Order were committed,
17 as set forth in this complaint.

18 2. This Court has original jurisdiction in this action pursuant to 28
19 U.S.C. § 1332(d) and based on 28 U.S.C. §§ 1441, 1446.

20 3. Venue is proper in this Court because this case was originally filed in
21 the Superior Court of California for the County of San Bernardino. Venue
22 properly lies in the United States District Court for the Central District of
23 California pursuant to 28 U.S.C. §§ 84(a), 1391(b), and 1441(a).

24 4. The PAGA statute authorizes aggrieved employees to sue directly as
25 the proxy of the State of California for civil penalties for violations of various
26 provisions in the California Labor Code.

27 **THE PARTIES**

28 5. Plaintiff Tony Correa is a resident of Riverside, California.

1 Defendants employed Plaintiff as an hourly paid, non-exempt Windshield
2 Technician from approximately March 2023 to October 2023. Plaintiff worked
3 for Defendants at their location in Riverside, California. During his employment,
4 Plaintiff typically worked eight (8) or more hours per day and five (5) days per
5 week. Plaintiff's primary job duties included, without limitation, repairing vehicle
6 windows and windshields.

7 6. SAFELITE FULFILLMENT, INC. was and is, upon information and
8 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer
9 whose employees are engaged throughout this county and the State of California.

10 7. SAFELITE SOLUTIONS, LLC was and is, upon information and
11 belief, a Delaware limited liability company, and at all times hereinafter
12 mentioned, an employer whose employees are engaged throughout this county and
13 the State of California.

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

18 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1
19 through 10 were the partners, agents, owners, or managers of SAFELITE
20 FULFILLMENT, INC. and SAFELITE SOLUTIONS, LLC at all relevant times.

21 10. Plaintiff is informed and believes, and thereon alleges, that each and
22 all of the acts and omissions alleged herein was performed by, or is attributable to,
23 SAFELITE FULFILLMENT, INC.; SAFELITE SOLUTIONS, LLC; and/or
24 DOES 1 through 10 (collectively, "Defendants" or "SAFELITE"), each acting as
25 the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
26 each of the other co-Defendants and was acting within the course and scope of
27 such agency, employment, joint venture, or concerted activity with legal authority
28 to act on the others' behalf. The acts of any and all Defendants were in accordance

1 with, and represent, the official policy of Defendants.

2 11. At all relevant times, Defendants, and each of them, ratified each and
3 every act or omission complained of herein. At all relevant times, Defendants,
4 and each of them, aided and abetted the acts and omissions of each and all the
5 other Defendants in proximately causing the damages herein alleged.

6 12. Plaintiff is informed and believes, and thereon alleges, that each of
7 said Defendants is in some manner intentionally, negligently, or otherwise
8 responsible for the acts, omissions, occurrences, and transactions alleged herein.

9 13. Under California law, Defendants are jointly and severally liable as
10 employers for the violations alleged herein because they have each exercised
11 sufficient control over the wages, hours, working conditions, and employment
12 status of Plaintiff and class members. Each Defendant had the power to hire and
13 fire Plaintiff and class members, supervised and controlled their work schedule
14 and/or conditions of employment, determined their rate of pay, and maintained
15 their employment records. Defendants suffered or permitted Plaintiff and class
16 members to work and/or “engaged” Plaintiff and class members so as to create a
17 common-law employment relationship. As joint employers of Plaintiff and class
18 members, Defendants are jointly and severally liable for the civil penalties and all
19 other relief available to Plaintiff and class members under the law.

20 14. Plaintiff is informed and believes, and thereon alleges, that at all
21 relevant times, Defendants, and each of them, have acted as joint employers with
22 respect to Plaintiff and class members because Defendants have:

- 23 (a) jointly exercised meaningful control over the work performed
24 by Plaintiff and class members;
25 (b) jointly exercised meaningful control over Plaintiff’s and class
26 members’ wages, hours, and working conditions, including the
27 quantity, quality standards, speed, scheduling, and operative
28 details of the tasks performed by Plaintiff and class members;

- 1 (c) jointly required that Plaintiff and class members perform work
2 which is an integral part of Defendants' businesses; and
3 (d) jointly exercised control over Plaintiff and class members as a
4 matter of economic reality in that Plaintiff and class members
5 were dependent on Defendants, who shared the power to set the
6 wages of Plaintiff and class members and determined their
7 working conditions, and who jointly reaped the benefits from
8 the underpayment of their wages and noncompliance with other
9 statutory provisions governing their employment.

10 15. Plaintiff is informed and believes, and thereon alleges, that at all
11 relevant times there has existed a unity of interest and ownership between
12 Defendants such that any individuality and separateness between the entities has
13 ceased.

14 16. SAFELITE FULFILLMENT, INC.; SAFELITE SOLUTIONS, LLC;
15 and DOES 1 through 10 are therefore alter egos of each other.

16 17. Adherence to the fiction of the separate existence of Defendants
17 would permit an abuse of the corporate privilege, and would promote injustice by
18 protecting Defendants from liability for the wrongful acts committed by them
19 under the name SAFELITE.

20 18. Plaintiff further alleges, upon information and belief, that Defendants
21 SAFELITE FULFILLMENT, INC. and SAFELITE SOLUTIONS, LLC are alter
22 egos of each other for the following reasons:

- 23 (a) On the California Secretary of State's website
24 (<https://bizfileonline.sos.ca.gov/>), SAFELITE
25 FULFILLMENT, INC. and SAFELITE SOLUTIONS, LLC
26 share the same principal address of "7400 SAFELITE WAY,
27 COLUMBUS, OH 43235";
28 (b) On the California Secretary of State's website, SAFELITE

1 FULFILLMENT, INC. and SAFELITE SOLUTIONS, LLC
2 share the same agent for service of process, “CSC - LAWYERS
3 INCORPORATING SERVICE”;

4 (c) According to Statement of Information forms filed with the
5 California Secretary of State, SAFELITE FULFILLMENT,
6 INC. and SAFELITE SOLUTIONS, LLC share the same
7 managers, members, and/or officers, including, but not limited
8 to, Jason Judd, Renee Cacchillo, and Cynthia Elliott; and

9 (d) On information and belief, SAFELITE FULFILLMENT, INC.
10 and SAFELITE SOLUTIONS, LLC utilize the same
11 standardized employment forms and issue the same
12 employment policies.

13 GENERAL ALLEGATIONS

14 19. Defendants are a leading provider of vehicle glass repair and
15 replacement services with 60 locations in California. Upon information and belief,
16 Defendants maintain a single, centralized Human Resources (“HR”) department
17 at their corporate headquarters in Columbus, Ohio, which is responsible for the
18 recruiting and hiring of new employees, and communicating and implementing
19 Defendants’ company-wide policies, including timekeeping policies and meal and
20 rest period policies, to employees throughout California.

21 20. In particular, Plaintiff and class members, on information and belief,
22 received the same standardized documents and/or written policies. Upon
23 information and belief, the usage of standardized documents and/or written
24 policies, including new-hire documents, indicate that Defendants dictated policies
25 at the corporate level and implemented them company-wide, regardless of their
26 employees’ assigned locations or positions.

27 21. Upon information and belief, Defendants maintain a centralized
28 Payroll department at their corporate headquarters in Columbus, Ohio, which

1 processes payroll for all non-exempt, hourly paid employees working for
2 Defendants at their various locations in California, including Plaintiff and class
3 members. Based upon information and belief, Defendants issue the same
4 formatted wage statements to all non-exempt, hourly paid employees in California,
5 irrespective of their work locations. Upon information and belief, Defendants
6 process payroll for departing employees in the same manner throughout the State
7 of California, regardless of the manner in which each employee's employment
8 ends.

9 22. Defendants continue to employ non-exempt or hourly paid employees
10 in California.

11 23. Plaintiff is informed and believes, and thereon alleges, that at all times
12 herein mentioned, Defendants were advised by skilled lawyers and other
13 professionals, employees and advisors knowledgeable about California labor and
14 wage law, employment and personnel practices, and about the requirements of
15 California law.

16 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff
17 and class members were not paid for all hours worked because all hours worked
18 were not recorded.

19 25. Plaintiff is informed and believes, and thereon alleges, that
20 Defendants knew or should have known that Plaintiff and class members were
21 entitled to receive certain wages for overtime compensation and that they were not
22 receiving certain wages for overtime compensation.

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

1 27. Plaintiff is informed and believes, and thereon alleges, that
2 Defendants knew or should have known that Plaintiff and class members were
3 entitled to meal periods in accordance with the California Labor Code and
4 applicable IWC Wage Order or payment of one (1) additional hour of pay at their
5 regular rates of pay when they were not provided with timely, uninterrupted, thirty
6 (30) minute meal periods and that Plaintiff and class members were not provided
7 with all meal periods or payment of one (1) additional hour of pay at their regular
8 rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute
9 meal period.

10 28. Plaintiff is informed and believes, and thereon alleges, that
11 Defendants knew or should have known that Plaintiff and class members were
12 entitled to rest periods in accordance with the California Labor Code and
13 applicable IWC Wage Order or payment of one (1) additional hour of pay at their
14 regular rates of pay when they were not authorized and permitted to take a
15 compliant rest period and that Plaintiff and class members were not authorized and
16 permitted to take compliant rest periods or provided with payment of one (1)
17 additional hour of pay at their regular rates of pay when they were not authorized
18 and permitted to take a compliant rest period.

19 29. Plaintiff is informed and believes, and thereon allege, that Defendants
20 knew or should have known that Plaintiff and class members were entitled to
21 recovery periods in accordance with the California Labor Code and applicable
22 General Industry Safety (“GIS”) Order or payment of one (1) additional hour of
23 pay at their regular rates of pay when they were not provided a compliant recovery
24 period and that Plaintiff and class members were not provided with compliant
25 recovery periods or payment of one (1) additional hour of pay at their regular rates
26 of pay when they were not provided a compliant recovery period.

27 30. Plaintiff is informed and believes, and thereon alleges, that
28 Defendants knew or should have known that Plaintiff and class members were

1 entitled to receive complete and accurate wage statements in accordance with
2 California law. In violation of the California Labor Code, Plaintiff and class
3 members were not provided complete and accurate wage statements.

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

9 32. Plaintiff is informed and believes, and thereon alleges, that
10 Defendants knew or should have known that Plaintiff and class members were
11 entitled to timely payment of all wages earned upon termination of employment.
12 In violation of the California Labor Code, Plaintiff and class members did not
13 receive payment of all wages due, including, but not limited to, overtime wages;
14 minimum wages; and/or meal, rest, and recovery period premiums, within
15 permissible time periods.

16 33. Plaintiff is informed and believes, and thereon alleges, that
17 Defendants knew or should have known that Plaintiff and class members were
18 entitled to timely payment of wages during their employment. In violation of the
19 California Labor Code, Plaintiff and class members did not receive payment of all
20 wages, including, but not limited to, overtime wages; minimum wages; and/or
21 meal, rest, and recovery period premiums, within permissible time periods.

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

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PAGA REPRESENTATIVE ALLEGATIONS

35. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

36. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as “any person who was employed by the alleged violator and personally suffered each of the violations alleged.”

37. Plaintiff and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved

1 employee or representative by certified mail that it does not
2 intend to investigate the alleged violation (“LWDA Notice”)
3 within sixty (60) calendar days of the postmark date of the
4 aggrieved employee’s notice. Upon receipt of the LWDA
5 Notice, or if no LWDA Notice is provided within sixty-five
6 (65) calendar days of the postmark date of the aggrieved
7 employee’s notice, the aggrieved employee may commence a
8 civil action pursuant to California Labor Code section 2699 to
9 recover civil penalties.

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

- 14 (a) The aggrieved employee or representative shall give written
15 notice by online filing with the LWDA and by certified mail to
16 the employer of the specific provisions of the California Labor
17 Code alleged to have been violated (other than those listed in
18 Section 2699.5), including the facts and theories to support the
19 alleged violation.
- 20 (b) An aggrieved employee’s notice filed with the LWDA pursuant
21 to 2699.3(c) and any employer response to that notice shall be
22 accompanied by a filing fee of seventy-five dollars (\$75).
- 23 (c) The employer may cure the alleged violation within thirty-three
24 (33) calendar days of the postmark date of the notice sent by
25 the aggrieved employee or representative. The employer shall
26 give written notice within that period of time by certified mail
27 to the aggrieved employee or representative and by online
28 filing with the LWDA if the alleged violation is cured,

1 including a description of actions taken, and no civil action
2 pursuant to Section 2699 may commence. If the alleged
3 violation is not cured within the 33-day period, the aggrieved
4 employee may commence a civil action pursuant to Section
5 2699.

6 40. On October 9, 2024, Plaintiff provided written notice by online filing
7 to the LWDA and by Certified Mail to Defendants of the specific provisions of the
8 California Labor Code alleged to have been violated, including facts and theories
9 to support the alleged violations, in accordance with California Labor Code section
10 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee
11 of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt
12 of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-
13 CM-1055542-24. A true and correct copy of Plaintiff's written notice to the
14 LWDA and Defendants is attached hereto as "Exhibit 1."

15 41. As of the filing date of this complaint, over 65 days have passed since
16 Plaintiff sent the notice described above to the LWDA, and the LWDA has not
17 responded that it intends to investigate Plaintiff's claims and Defendants have not
18 cured the violations.

19 42. Thus, Plaintiff has satisfied the administrative prerequisites under
20 California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties
21 against Defendants for violations of California Labor Code sections 201, 202, 204,
22 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

23 43. Labor Code section 558(a) provides "[a]ny employer or other person
24 acting on behalf of an employer who violates, or causes to be violated, a section
25 of this chapter or any provision regulating hours and days of work in any order of
26 the Industrial Welfare Commission shall be subject to a civil penalty as follows:
27 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
28 each pay period for which the employee was underpaid (2) For each

1 subsequent violation, one hundred dollars (\$100) for each underpaid employee for
2 each pay period for which the employee was underpaid” Labor Code section
3 558(c) provides “[t]he civil penalties provided for in this section are in addition to
4 any other civil or criminal penalty provided by law.”

5 44. Defendants, at all times relevant to this complaint, were employers or
6 persons acting on behalf of an employer(s) who violated Plaintiff’s and other
7 aggrieved employees’ rights by violating various sections of the California Labor
8 Code as set forth above.

9 45. As set forth below, Defendants have violated numerous provisions of
10 both the Labor Code sections regulating hours and days of work as well as the
11 applicable IWC Wage Order.

12 46. Pursuant to PAGA, and in particular, California Labor Code sections
13 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), and 2699.5, and section 558,
14 Plaintiff, acting in the public interest as a private attorney general, seeks
15 assessment and collection of civil penalties and injunctive relief for himself, all
16 other aggrieved employees, and the State of California against Defendants for
17 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
18 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

19 **CLASS ACTION ALLEGATIONS**

20 47. Plaintiff brings this action on his own behalf, as well as on behalf of
21 each and all other persons similarly situated, and thus seeks class certification
22 under Rule 23 of the Federal Rules of Civil Procedure.

23 48. All claims alleged herein arise under California law for which
24 Plaintiff seeks relief authorized by California law.

25 49. Plaintiff’s proposed class consists of and is defined as follows:

26 All persons who worked for Defendants as non-exempt,
27 hourly paid employees in California, at any time from
28 May 23, 2023, until the date of trial (“Class”).

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1 50. Plaintiff's proposed subclass consists of and is defined as follows:

2 All persons who worked for Defendants as non-exempt,
3 hourly paid employees in California and who received at
4 least one wage statement within one (1) year prior to the
 filing of the initial complaint until the date of trial
 ("Subclass").

5 51. Members of the Class and Subclass are referred to herein as "class
6 members."

7 52. Plaintiff reserves the right to redefine the Class and Subclass and to
8 add additional subclasses as appropriate based on further investigation, discovery,
9 and specific theories of liability.

10 53. This action is brought and properly may be maintained as a class
11 action pursuant to the provisions of Federal Rules of Civil Procedure 23(a)(1)-(4)
12 and 23(b)(1), (b)(2), or (b)(3) and satisfies the requirements thereof.

13 54. According to Defendants' removal papers, there are at least 1,488
14 non-exempt, hourly paid employees working for Defendants across California
15 during the relevant period. Thus, it is reasonable to presume that the members of
16 the class are so numerous that joinder of all members is impracticable. The
17 disposition of their claims in a class action will provide substantial benefits to the
18 parties and the Court.

19 55. Plaintiff's claims are typical of those of the class members, because
20 Plaintiff suffered the violations set forth in this First Amended Complaint.

21 56. Plaintiff will adequately protect the interests of class members.
22 Plaintiff has no interests that are adverse to or conflict with class members and is
23 committed to the vigorous prosecution of this action. To that end, Plaintiff has
24 retained counsel who is competent and experienced in handling class actions on
25 behalf of employees.

26 57. A class action is superior to all other available methods for the fair
27 and efficient adjudication of this controversy since joinder of all members is
28 impracticable. Furthermore, as the amount suffered by individual class members

1 may be relatively small, the expense and burden of individual litigation make it
2 impossible for members of the Class to individually redress the wrongs done to
3 them. There will be no difficulty in the management of this case as a class action.

4 58. There are common questions of law and fact as to class members that
5 predominate over questions affecting only individual members, including, but not
6 limited to:

- 7 (a) Whether Defendants required Plaintiff and class members to
8 work over eight (8) hours per day, over twelve (12) hours per
9 day, or over forty (40) hours per week and failed to pay all
10 legally required overtime compensation to Plaintiff and class
11 members;
- 12 (b) Whether Defendants failed to pay Plaintiff and class members
13 at least minimum wages for all hours worked;
- 14 (c) Whether Defendants failed to provide Plaintiff and class
15 members meal periods;
- 16 (d) Whether Defendants failed to authorize and permit Plaintiff
17 and class members to take rest periods;
- 18 (e) Whether Defendants failed to provide Plaintiff and class
19 members with recovery periods;
- 20 (f) Whether Defendants provided Plaintiff and class members with
21 complete and accurate wage statements as required by
22 California Labor Code section 226(a);
- 23 (g) Whether Defendants maintained accurate payroll records as
24 required by California Labor Code section 1174(d);
- 25 (h) Whether Defendants failed to pay earned overtime wages;
26 minimum wages; and/or meal, rest, and recovery period
27 premiums due to Plaintiff and class members upon their
28 discharge;

- 1 (i) Whether Defendants failed to timely pay overtime wages;
2 minimum wages; and/or meal, rest, and recovery period
3 premiums to Plaintiff and class members during their
4 employment;
5 (j) Whether Defendants engaged in unlawful and unfair business
6 practices in violation of California Business & Professions
7 Code sections 17200, *et seq.*; and
8 (k) The appropriate amount of damages, restitution, or monetary
9 penalties resulting from Defendants' violations of California
10 law.

11 **FIRST CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
13 **(Against all Defendants)**

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

16 60. Labor Code section 1198 makes it illegal to employ an employee
17 under conditions of labor that are prohibited by the applicable IWC Wage Order.
18 California Labor Code section 1198 requires that “. . . the standard conditions of
19 labor fixed by the commission shall be the . . . standard conditions of labor for
20 employees. The employment of any employee . . . under conditions of labor
21 prohibited by the order is unlawful.”

22 61. California Labor Code section 1198 and the applicable IWC Wage
23 Order provide that it is unlawful to employ persons without compensating them at
24 a rate of pay either time-and-one-half or two-times that person's regular rate of
25 pay, depending on the number of hours worked by the person on a daily or weekly
26 basis.

27 62. Specifically, the applicable IWC Wage Order provides that
28 Defendants are and were required to pay Plaintiff and class members working

1 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
2 the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours
3 in a day or more than forty (40) hours in a workweek.

4 63. The applicable IWC Wage Order further provides that Defendants are
5 and were required to pay Plaintiff and class members working more than twelve
6 (12) hours in a day, overtime compensation at a rate of two (2) times their regular
7 rate of pay. An employee's regular rate of pay includes all remuneration for
8 employment paid to, or on behalf of, the employee, including nondiscretionary
9 bonuses and incentive pay.

10 64. California Labor Code section 510 codifies the right to overtime
11 compensation at one and one-half (1 ½) times the regular rate of pay for hours
12 worked in excess of eight (8) hours in a day or forty (40) hours in a week or for
13 the first eight (8) hours worked on the seventh (7th) day of work, and to overtime
14 compensation at twice the employee's regular rate of pay for hours worked in
15 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
16 seventh (7th) day of work.

17 65. During the relevant time period, Defendants willfully failed to pay all
18 overtime wages owed to Plaintiff and class members. During the relevant time
19 period, Plaintiff and class members were not paid overtime premiums for all of the
20 hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
21 hours in a day, and/or in excess of forty (40) hours in a week, because all hours
22 worked were not recorded.

23 66. First, during the relevant time period, Defendants had, and continue
24 to have, a company-wide policy and/or practice of discouraging and impeding
25 Plaintiff and class members from recording hours worked that were outside of their
26 scheduled shifts in order to limit the amount of overtime employees could accrue.
27 On information and belief, this policy of limiting overtime, coupled with
28 Defendants' practices of understaffing and assigning heavy workloads, including

1 imposing productivity quotas (*see infra*), led Plaintiff and class members to work
2 off-the-clock outside of their scheduled shift times in order to complete their
3 assigned tasks. For example, on at least two (2) occasions, Plaintiff was required
4 to complete tasks after clocking out from his shifts at Defendants' management's
5 direction and/or to meet his repair quota, such as travelling back to customers'
6 locations to complete windshield repairs. Thus, Defendants failed to track all of
7 the time that employees spent performing work-related tasks after their shifts, and
8 Plaintiff and class members received no compensation for this time.

9 67. Second, Defendants had, and continue to have, company-wide
10 policies and/or practices of understaffing, such that there were too few employees
11 to handle the workload, while also pressuring employees to meet performance
12 quotas such as completing repair jobs within a 90-minute timeframe. Defendants'
13 policies and/or practices resulted in a failure to provide Plaintiff and class
14 members with adequate meal period coverage, and thus, Plaintiff and class
15 members were not always afforded uninterrupted 30-minute meal periods during
16 shifts when they were entitled to receive a meal period. Defendants also had a
17 practice of failing to schedule meal periods, which further caused Plaintiff and
18 class members to not be relieved of their duties for compliant meal periods. For
19 example, Plaintiff regularly had to clock out and work through his meal periods or
20 cut his meal periods short in order to fulfill Defendants' requirement of completing
21 repair jobs within 90 minutes and completing all repair jobs assigned for the day.
22 Consequently, Plaintiff and class members were required to work through and/or
23 had their unpaid meal periods interrupted in order to complete their assigned
24 duties, time for which they were not paid.

25 68. Third, because Defendants frowned upon employees accruing meal
26 period premiums, Defendants' management pressured Plaintiff and class members
27 to clock out for meal periods to reflect compliant meal periods, regardless of
28 whether they had received a compliant meal period or not, in order to strictly limit

1 the meal period premiums that would need to be paid by Defendants. Thus,
2 Defendants did not record all hours worked during meal periods, and Plaintiff and
3 class members performed work during meal periods for which they were not paid.

4 69. Defendants knew or should have known that as a result of these
5 company-wide practices and/or policies, Plaintiff and class members were
6 performing their assigned duties off-the-clock outside of their scheduled shifts and
7 during meal periods, and were suffered or permitted to perform work for which
8 they were not paid. Because Plaintiff and class members worked shifts of eight
9 (8) hours a day or more or forty (40) hours a week or more, some of this off-the-
10 clock work qualified for overtime premium pay. Therefore, Plaintiff and class
11 members were not paid overtime wages for all of the overtime hours they actually
12 worked.

13 70. Defendants' failure to pay Plaintiff and class members the balance of
14 overtime compensation as required by California law, violates the provisions of
15 California Labor Code sections 510 and 1198. Pursuant to California Labor Code
16 section 1194, Plaintiff and class members are entitled to recover from Defendants
17 their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and** 20 **1198—Unpaid Minimum Wages** 21 **(Against all Defendants)**

22 71. Plaintiff incorporates by reference and re-alleges as if fully stated
23 herein each and every allegation set forth above.

24 72. At all relevant times, California Labor Code sections 1182.12, 1194,
25 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by
26 the IWC is the minimum wage to be paid to employees, and the payment of a wage
27 less than the minimum so fixed is unlawful. Compensable work time is defined
28 in IWC Wage Order No. 9-2001 as "the time during which an employee is subject

1 to the control of an employer, and includes all the time the employee is suffered
2 or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8,
3 § 11090(2)(G) (defining “Hours Worked”).

4 73. First, as set forth above, as a result of Defendants’ policy of limiting
5 the amount of overtime employees could accrue, Defendants required Plaintiff and
6 class members to perform work off-the-clock after their scheduled shifts to
7 complete work-related tasks, such as traveling to customer locations and
8 completing windshield repair jobs. Defendants failed to track this time that
9 Plaintiff and class members spent working off-the-clock, and Plaintiff and class
10 members received no compensation for this time.

11 74. Second, as also set forth above, due to Defendants’ company-wide
12 policies and/or practices of understaffing their locations while assigning heavy
13 workloads, such as pressuring employees to complete repair jobs within a 90-
14 minute timeframe, and failing to schedule meal periods, Plaintiff and class
15 members were impeded from taking all uninterrupted meal periods to which they
16 were entitled and were required to work off-the-clock during meal periods, have
17 their meal periods interrupted, and/or were otherwise not relieved of all duties
18 during unpaid meal periods. Further, to limit the meal period premiums that
19 Defendants would otherwise owe, Defendants pressured Plaintiff and class
20 members to clock out for meal periods to reflect compliant meal periods, but
21 required them to continue working, time for which they were not paid. Thus,
22 Defendants systematically failed to pay Plaintiff and class members for actual
23 hours worked during unpaid meal periods because these hours were not always
24 correctly recorded.

25 75. Defendants did not pay minimum wages for all hours worked by
26 Plaintiff and class members. To the extent that these off-the-clock hours did not
27 qualify for overtime premium payment, Defendants did not pay at least minimum
28 wages for those hours worked off-the-clock in violation of California Labor Code

1 sections 1182.12, 1194, 1197, 1197.1, and 1198.

2 76. Defendants' failure to pay Plaintiff and class members minimum
3 wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
4 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class
5 members are entitled to recover from Defendants liquidated damages in an amount
6 equal to the wages unlawfully unpaid and interest thereon.

7 **THIRD CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal**
9 **Period Violations**
10 **(Against all Defendants)**

11 77. Plaintiff incorporates by reference and re-alleges as if fully stated
12 herein each and every allegation set forth above.

13 78. At all relevant times herein set forth, California Labor Code section
14 512(a) provides that an employer may not require, cause, or permit an employee
15 to work for a period of more than five (5) hours per day without providing the
16 employee with a meal period of not less than thirty (30) minutes, except that if the
17 total work period per day of the employee is not more than six (6) hours, the meal
18 period may be waived by mutual consent of both the employer and the employee.
19 Under California law, first meal periods must start after no more than five hours.
20 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

21 79. At all relevant times herein set forth, California Labor Code sections
22 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee
23 to work during any meal period mandated by an applicable order of the IWC.

24 80. At all relevant times herein set forth, Labor Code sections 226.7 and
25 512(a) and the applicable IWC Wage Order also require employers to provide a
26 second meal period of not less than thirty (30) minutes if an employee works over
27 ten (10) hours per day or to pay an employee one (1) additional hour of pay at the
28 employee's regular rate, except that if the total hours worked is no more than

1 twelve (12) hours, the second meal period may be waived by mutual consent of
2 the employer and the employee only if the first meal period was not waived.

3 81. First, during the relevant time period, as stated above, Defendants
4 had, and continue to have, company-wide policies and/or practices of
5 understaffing while assigning heavy workloads, including imposing productivity
6 quotas, which has resulted in a lack of meal period coverage and prevented
7 Plaintiff and class members from taking all timely, uninterrupted meal periods to
8 which they were entitled. Further, as stated, Defendants had a company-wide
9 practice and/or policy of failing to schedule meal periods, which further caused
10 Plaintiff and class members to not be relieved of their duties for compliant meal
11 periods.

12 82. As a result, Plaintiff and class members had to work through all or
13 part of their meal periods, had their meal periods interrupted, and/or had to wait
14 extended periods of time before taking meal periods. For example, as stated,
15 Plaintiff regularly had to forgo and work through his meal periods in order to fulfill
16 his work duties. As a further example, Plaintiff was pressured to cut his meal
17 periods short in order to meet the productivity quota and complete all jobs assigned
18 to him that day. Additionally, on approximately 10-15 occasions, Plaintiff took
19 his meal periods late, after the fifth hour of work, due to the lack of coverage and
20 heavy workload.

21 83. Second, as set forth above, because Defendants frowned upon
22 employees accruing meal period premiums, Defendants' management pressured
23 Plaintiff and class members to clock out for meal periods to reflect compliant meal
24 periods, regardless of whether they had received a compliant meal period or not,
25 in order to strictly limit the meal period premiums that would need to be paid by
26 Defendants.

27 84. Third, Plaintiff and class members worked shifts in excess of ten (10)
28 hours without receiving an uninterrupted second 30-minute meal period. For

1 example, during his employment, Plaintiff sometimes worked shifts in excess of
2 ten (10) or more hours per day, but was not provided a second 30-minute meal
3 period. Plaintiff and class members did not sign valid meal period waivers on days
4 that they were entitled to meal periods and were not relieved of all duties.

5 85. At all times herein mentioned, Defendants knew or should have
6 known that, as a result of these policies, Plaintiff and class members were
7 prevented from being relieved of all duties and were required to perform some of
8 their assigned duties during meal periods. Defendants further knew or should have
9 known that Defendants did not pay Plaintiff and class members all meal period
10 premiums when meal periods were late, missed, shortened, or interrupted.

11 86. Furthermore, Defendants engaged in a company-wide practice and/or
12 policy of not paying all meal period premiums owed when compliant meal periods
13 were not provided. Because of this practice and/or policy, Plaintiff and class
14 members have not received premium pay for missed, late, and interrupted meal
15 periods. As a result, Defendants failed to provide Plaintiff and class members
16 compliant meal periods in violation of California Labor Code sections 226.7,
17 512(a), and 516 and failed to pay the full meal period premiums due.

18 87. Defendants' conduct violates the applicable IWC Wage Order, and
19 California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class
20 members are therefore entitled to recover from Defendants one (1) additional hour
21 of pay at the employee's regular rate of compensation for each work day that the
22 meal period was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period** 25 **Violations** 26 **(Against all Defendants)**

27 88. Plaintiff incorporates by reference and re-alleges as if fully stated
28 herein each and every allegation set forth above.

1 89. At all relevant times herein set forth, the applicable IWC Wage Order
2 and California Labor Code sections 226.7, 516, and 1198 were applicable to
3 Plaintiff's and class members' employment by Defendants.

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

10 91. At all relevant times, California Labor Code section 226.7 provides
11 that no employer shall require an employee to work during any rest period
12 mandated by an applicable order of the California IWC. To comply with its
13 obligation to authorize and permit rest periods under California Labor Code
14 section 226.7 and the applicable IWC Wage Order, an employer must "relinquish
15 any control over how employees spend their break time, and relieve their
16 employees of all duties—including the obligation that an employee remain on call.
17 A rest period, in short, must be a period of rest." *Augustus v. ABM Security*
18 *Services, Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage
19 Order and California Labor Code section 226.7(c), Plaintiff and class members are
20 entitled to recover from Defendants one (1) additional hour of pay at their regular
21 rates of pay for each work day that a required rest period was not authorized and
22 permitted.

23 92. During the relevant time period, Defendants regularly failed to
24 authorize and permit Plaintiff and class members to take a ten (10) minute rest
25 period per each four (4) hour period worked or major fraction thereof. As with
26 meal periods, Defendants' company-wide practices, including understaffing,
27 assigning heavy workloads, and implementing productivity expectations,
28 prevented Plaintiff and class members from being relieved of all duty to take rest

1 periods. Additionally, Defendants failed to schedule rest periods, which, coupled
2 with Defendants' failure to provide adequate rest period coverage, further led to
3 Plaintiff and class members not being authorized and permitted to take rest
4 periods.

5 93. Furthermore, upon information and belief, during the relevant time
6 period, Defendants maintained a company-wide on-premises rest period policy,
7 which effectively required that Plaintiff and/or class members remain on the work
8 premises during their rest periods. Because Plaintiff and/or class members were
9 restricted from leaving the premises during rest periods, they were denied the
10 ability to use their rest periods freely for their own purposes, such as running
11 personal errands. Thus, Defendants effectively maintained control over Plaintiff
12 and/or class members during rest periods.

13 94. As a result of Defendants' practices and policies, Plaintiff and class
14 members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
15 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to
16 which they were entitled. For example, throughout his employment, Plaintiff had
17 to forgo his rest periods entirely due to the heavy workload and productivity
18 quotas.

19 95. Defendants have also engaged in a systematic, company-wide
20 practice and/or policy of not paying rest period premiums owed when rest periods
21 are not authorized and permitted. Because of this practice and/or policy, Plaintiff
22 and class members have not received premium pay for all missed rest periods. As
23 a result, Defendants denied Plaintiff and class members rest periods and failed to
24 pay them rest period premiums due, in violation of Labor Code sections 226.7 and
25 516, and the applicable IWC Wage Order.

26 96. Defendants' conduct violates the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members
28 are therefore entitled to recover from Defendants one (1) additional hour of pay at

1 the employee's regular rate of compensation for each work day that a compliant
2 rest period was not authorized and permitted.

3 **FIFTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 226.7, 516, and 1198 & California**
5 **Code of Regulations Title 8, Section 3395—Heat Recovery Period Violations**
6 **(Against all Defendants)**

7 97. Plaintiff incorporates by reference and re-allege as if fully stated
8 herein each and every allegation set forth above.

9 98. At all relevant times herein set forth, the applicable GIS Order and
10 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's
11 and class members' employment by Defendants.

12 99. At all relevant times, California Labor Code section 226.7(a) defines
13 "recovery period" to mean a cooldown period afforded an employee to prevent
14 heat illness. California Labor Code section 226.7 provides that no employer shall
15 require an employee to work during any recovery period mandated by an
16 applicable order of the California IWC, the Occupational Safety and Health
17 Standards Board, or the Division of Occupational Safety and Health. The
18 applicable GIS Order provides that "[w]hen the outdoor temperature in the work
19 area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or
20 more areas with shade at all times while employees are present that are either open
21 to the air or provided with ventilation or cooling." Cal. Code Regs. tit. 8,
22 § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough
23 to accommodate the number of employees on recovery or rest periods, so that they
24 can sit in a normal posture fully in the shade without having to be in physical
25 contact with each other." *Id.* "Employees shall be allowed and encouraged to take
26 a preventative cool-down rest in the shade when they feel the need to do so to
27 protect themselves from overheating. Such access to shade shall be permitted at
28 all times." *Id.*

100. During the relevant time period, Defendants violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because Defendants failed to provide Plaintiff and class members with recovery periods. For example, Defendants did not inform Plaintiff that he was entitled to recovery periods and Plaintiff was not permitted to take them while working, even though some of his work was performed outside under the sun and in high temperatures.

101. Defendants also engaged in a company-wide practice and/or policy of not paying recovery period premiums owed when compliant recovery periods were not provided. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for missed recovery periods.

102. Defendants' conduct violates the applicable GIS Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant recovery period was not provided.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll

Records

(Against all Defendants)

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

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

1 pay.

2 105. At all relevant times, Defendants have knowingly and intentionally
3 provided Plaintiff and Subclass members with uniform, incomplete, and
4 inaccurate wage statements. For example, Defendants issued uniform wage
5 statements to Plaintiff and Subclass members that fail to correctly list: gross wages
6 earned; total hours worked; net wages earned; and all applicable hourly rates in
7 effect during the pay period, including rates of pay for overtime wages, and the
8 corresponding number of hours worked at each hourly rate. Specifically,
9 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

10 106. Because Defendants did not record the time Plaintiff and Subclass
11 members spent working off the clock, Defendants did not list the correct amount
12 of gross wages and net wages earned by Plaintiff and Subclass members in
13 compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
14 Defendants failed to accurately list the total number of hours worked by Plaintiff
15 and Subclass members in violation of section 226(a)(2), and failed to list the
16 applicable hourly rates of pay in effect during the pay period and corresponding
17 accurate number of work hours worked at each hourly rate in violation of section
18 226(a)(9).

19 107. The wage statement deficiencies also include, without limitation,
20 failing to list the number of piece-rate units earned and any applicable piece rate
21 if the employee is paid on a piece-rate basis; failing to list all deductions; failing
22 to list the inclusive dates of the period for which employees were paid; failing to
23 list the name of the employee and only the last four digits of his or her social
24 security number or an employee identification number other than a social security
25 number; failing to list the name and address of the legal entity that is the employer;
26 and/or failing to state all hours worked as a result of not recording or stating hours
27 worked off-the-clock.

28 108. California Labor Code section 1174(d) provides that “[e]very person

1 employing labor in this state shall . . . [k]eep a record showing the names and
2 addresses of all employees employed and the ages of all minors” and “[k]eep, at a
3 central location in the state or at the plants or establishments at which employees
4 are employed, payroll records showing the hours worked daily by and the wages
5 paid to, and the number of piece-rate units earned by and any applicable piece rate
6 paid to, employees employed at the respective plants or establishments. . . .” At
7 all relevant times, and in violation of Labor Code section 1174(d), Defendants
8 willfully failed to maintain accurate payroll records for Plaintiff and Subclass
9 members showing the daily hours they worked and the wages paid thereto as a
10 result of failing to record the off-the-clock hours that they worked.

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

26 110. Plaintiff and Subclass members are entitled to recover from
27 Defendants the greater of their actual damages caused by Defendants’ failure to
28 comply with California Labor Code section 226(a), or an aggregate penalty not

1 exceeding four thousand dollars (\$4,000) per employee.

2 **SEVENTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely**
4 **Paid Upon Termination**
5 **(Against all Defendants)**

6 111. Plaintiff incorporates by reference and re-alleges as if fully stated
7 herein each and every allegation set forth above.

8 112. At all times relevant herein set forth, Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and
10 unpaid at the time of discharge are due and payable immediately, and that if an
11 employee voluntarily leaves his or her employment, his or her wages shall become
12 due and payable not later than seventy-two (72) hours thereafter, unless the
13 employee has given seventy-two (72) hours previous notice of his or her intention
14 to quit, in which case the employee is entitled to his or her wages at the time of
15 quitting.

16 113. On information and belief, Defendants have a company-wide practice
17 and/or policy of paying departing employees their final wages on the next regular
18 pay cycle, instead of adhering to the time requirements set forth in Labor Code
19 sections 201 and 202. For example, Defendants terminated Plaintiff on or around
20 October 26, 2023; however, Defendants did not provide Plaintiff with all of his
21 final wages until a few days after his termination date. Thus, Defendants failed to
22 pay Plaintiff his final wages within the requisite time limit in violation of
23 California Labor Code section 201.

24 114. Additionally, Defendants willfully failed to pay Plaintiff and class
25 members who are no longer employed by Defendants the earned and unpaid wages
26 set forth above, including but not limited to, overtime wages; minimum wages;
27 and/or meal, rest, and recovery period premiums, either at the time of discharge,
28 or within seventy-two (72) hours of their leaving Defendants' employ.

115. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages

During Employment

(Against all Defendants)

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

117. This cause of action is dependent upon, and wholly derivative of, the overtime wages; minimum wages; and/or meal, rest, and recovery period premiums that were not timely paid to Plaintiff and class members during their employment.

118. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

119. At all times relevant herein, Labor Code section 204 provides that all

1 wages earned for labor in excess of the normal work period shall be paid no later
2 than the payday for the next regular payroll period. Alternatively, at all times
3 relevant herein, Labor Code section 204 provides that the requirements of this
4 section are deemed satisfied by the payment of wages for weekly, biweekly, or
5 semimonthly payroll if the wages are paid not more than seven (7) calendar days
6 following the close of the payroll period.

7 120. During the relevant time period, Defendants willfully failed to pay
8 Plaintiff and class members all wages due including, but not limited to, overtime
9 wages; minimum wages; and/or meal, rest, and recovery period premiums, within
10 the time periods specified by California Labor Code section 204.

11 121. Defendants' failure to pay Plaintiff and class members all wages due
12 violates Labor Code section 204. Plaintiff and class members are therefore
13 entitled to recover from Defendants the statutory penalty wages pursuant to
14 California Labor Code section 210.

15 **NINTH CAUSE OF ACTION**

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

17 **(Against all Defendants)**

18 122. Plaintiff incorporates by reference and re-alleges as if fully stated
19 herein each and every allegation set forth above.

20 123. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff
21 to recover civil penalties for the violation(s) of the Labor Code sections
22 enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor
23 Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c)
24 permits aggrieved employees, including Plaintiff, to recover civil penalties for
25 violations of those Labor Code sections not found in section 2699.5, including
26 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 1197.1.

27 124. Defendants' conduct, as alleged herein, violates numerous sections of
28 the California Labor Code, including, but not limited to, the following:

- 1 (a) Violation of Labor Code sections 510 and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to
3 compensate Plaintiff and other aggrieved employees with all
4 required overtime pay, as alleged herein;
- 5 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1,
6 and 1198, and the applicable IWC Wage Order for Defendants'
7 failure to compensate Plaintiff and other aggrieved employees
8 with at least minimum wages for all hours worked, as alleged
9 herein;
- 10 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198,
11 and the applicable IWC Wage Order for Defendants' failure to
12 provide Plaintiff and other aggrieved employees with meal
13 periods, as alleged herein;
- 14 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
15 applicable IWC Wage Order for Defendants' failure to
16 authorize and permit Plaintiff and other aggrieved employees
17 to take rest periods, as alleged herein;
- 18 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
19 applicable GIS Order for Defendants' failure to provide heat
20 recovery periods to Plaintiff and other aggrieved employees, as
21 alleged herein;
- 22 (f) Violation of Labor Code sections 226(a) and 1198, and the
23 applicable IWC Wage Order for failure to provide accurate and
24 complete wage statements to Plaintiff and other aggrieved
25 employees, as alleged herein;
- 26 (g) Violation of Labor Code sections 1174(d) and 1198, and the
27 applicable IWC Wage Order for failure to maintain payroll
28 records, as alleged herein;

1 (h) Violation of Labor Code sections 201 and 202 for failure to pay
2 all earned wages upon termination, as alleged herein; and

3 (i) Violation of Labor Code section 204 for failure to pay all
4 earned wages during employment, as alleged herein.

5 125. Plaintiff and other aggrieved employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

7 **TENTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

9 **Unlawful Business Practices**

10 **(Against all Defendants)**

11 126. Plaintiff incorporates by reference and re-alleges as if fully stated
12 herein each and every allegation set forth above.

13 127. Defendants are “persons” as defined by California Business &
14 Professions Code section 17201, as they are corporations, firms, partnerships, joint
15 stock companies, and/or associations.

16 128. Defendants’ conduct, as alleged herein, has been, and continues to be,
17 unfair, unlawful and harmful to Plaintiff, class members, and to the general public.
18 Plaintiff has suffered injury in fact and has lost money as a result of Defendants’
19 unlawful business practices. Plaintiff seeks to enforce important rights affecting
20 the public interest within the meaning of Code of Civil Procedure section 1021.5.

21 129. Defendants’ activities, as alleged herein, are violations of California
22 law, and constitute unlawful business acts and practices in violation of California
23 Business & Professions Code sections 17200, *et seq.*

24 130. A violation of California Business & Professions Code sections
25 17200, *et seq.* may be predicated on the violation of any state or federal law. In
26 the instant case, Defendants’ policies and practices have violated state law in at
27 least the following respects:

28 (a) Requiring non-exempt, hourly paid employees, including

1 Plaintiff and class members, to work overtime without paying
2 them proper compensation in violation of California Labor
3 Code sections 510 and 1198, and the applicable IWC Wage
4 Order, as alleged herein;

5 (b) Failing to pay at least minimum wage to Plaintiff and class
6 members in violation of California Labor Code sections
7 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable
8 IWC Wage Order, as alleged herein;

9 (c) Failing to provide all meal periods to Plaintiff and class
10 members in violation of California Labor Code sections 226.7,
11 512(a), 516, and 1198, and the applicable IWC Wage Order, as
12 alleged herein;

13 (d) Failing to authorize and permit Plaintiff and class members to
14 take all rest periods in violation of California Labor Code
15 sections 226.7, 516, and 1198, and the applicable IWC Wage
16 Order, as alleged herein;

17 (e) Failing to provide all recovery periods to Plaintiff and class
18 members in violation of California Labor Code sections 226.7,
19 516, and 1198, and the applicable GIS Order, as alleged herein;

20 (f) Failing to provide Plaintiff and class members with accurate
21 wage statements and failing to maintain accurate payroll
22 records in violation of California Labor Code sections 226(a),
23 1174(d), and 1198, and the applicable IWC Wage Order, as
24 alleged herein; and

25 (g) Failing timely to pay all earned wages to Plaintiff and class
26 members in violation of California Labor Code section 204, as
27 alleged herein.

28 131. As a result of the violations of California law herein described,

1 Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff
2 and class members have suffered pecuniary loss by Defendants' unlawful business
3 acts and practices alleged herein.

4 132. Pursuant to California Business & Professions Code sections 17200,
5 *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld
6 and retained by Defendants during a period that commences four years prior to the
7 filing of the initial complaint; a permanent injunction requiring Defendants to pay
8 all outstanding wages due to Plaintiff and class members; and an award of
9 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and
10 other applicable laws; and an award of costs.

11 **ELEVENTH CAUSE OF ACTION**

12 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

13 **Unfair Business Practices**

14 **(Against all Defendants)**

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

17 134. Defendants are "persons" as defined by California Business &
18 Professions Code section 17201, as they are corporations, firms, partnerships, joint
19 stock companies, and/or associations.

20 135. Defendants' conduct, as alleged herein, has been, and continues to be,
21 unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff
22 has suffered injury in fact and has lost money as a result of Defendants' unfair
23 business practices. Plaintiff seeks to enforce important rights affecting the public
24 interest within the meaning of Code of Civil Procedure section 1021.5.

25 136. Defendants' activities, namely Defendants' company-wide practice
26 and/or policy of not paying Plaintiff and class members all meal and rest period
27 premiums due to them under Labor Code section 226.7, deprived Plaintiff and
28 class members of the compensation guarantee and enhanced enforcement

1 implemented by section 226.7. The statutory remedy provided by section 226.7 is
2 a “‘dual-purpose’ remedy intended primarily to compensate employees, and
3 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238
4 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
5 guaranteed to Plaintiff and class members as part of their employment with
6 Defendants, and thus Defendants’ practice and/or policy of denying these statutory
7 benefits constitutes an unfair business practice in violation of California Business
8 & Professions Code sections 17200, *et seq.* (*Id.*)

9 137. A violation of California Business & Professions Code sections
10 17200, *et seq.* may be predicated on any unfair business practice. In the instant
11 case, Defendants’ policies and practices have violated the spirit of California’s
12 meal and rest period laws and constitute acts against the public policy behind these
13 laws.

14 138. Pursuant to California Business & Professions Code sections 17200,
15 *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide
16 loss of the statutory benefits implemented by section 226.7 withheld and retained
17 by Defendants during a period that commences four years prior to the filing of the
18 initial complaint; a permanent injunction requiring Defendants to pay all statutory
19 benefits implemented by section 226.7 due to Plaintiff and class members; an
20 award of attorneys’ fees pursuant to California Code of Civil Procedure section
21 1021.5 and other applicable laws; and an award of costs.

22 **REQUEST FOR JURY TRIAL**

23 Plaintiff requests a trial by jury.

24 **PRAYER FOR RELIEF**

25 Plaintiff, on behalf of all others similarly situated, prays for relief and
26 judgment against Defendants, jointly and severally, as follows:

27 1. For damages, unpaid wages, penalties, injunctive relief, and
28 attorneys’ fees in excess of twenty-five thousand dollars (\$25,000), exclusive of

1 interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek
2 a different amount.

3 **Class Certification**

4 2. That this case be certified as a class action;

5 3. That Plaintiff be appointed as the representative of the Class and
6 Subclass;

7 4. That counsel for Plaintiff be appointed as class counsel.

8 **As to the First Cause of Action**

9 5. That the Court declare, adjudge, and decree that Defendants violated
10 California Labor Code sections 510 and 1198, and the applicable IWC Wage Order
11 by willfully failing to pay all overtime wages due to Plaintiff and class members;

12 6. For general unpaid wages at overtime wage rates and such general
13 and special damages as may be appropriate;

14 7. For pre-judgment interest on any unpaid overtime compensation
15 commencing from the date such amounts were due, or as otherwise provided by
16 law;

17 8. For reasonable attorneys' fees and for costs of suit incurred herein
18 pursuant to California Labor Code section 1194(a); and

19 9. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Second Cause of Action**

22 10. That the Court declare, adjudge and decree that Defendants violated
23 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the
24 applicable IWC Wage Order by willfully failing to pay minimum wages to
25 Plaintiff and class members;

26 11. For general unpaid wages and such general and special damages as
27 may be appropriate;

28 12. For pre-judgment interest on any unpaid compensation from the date

1 such amounts were due, or as otherwise provided by law;

2 13. For reasonable attorneys' fees and for costs of suit incurred herein
3 pursuant to California Labor Code section 1194(a);

4 14. For liquidated damages pursuant to California Labor Code section
5 1194.2; and

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

8 **As to the Third Cause of Action**

9 16. That the Court declare, adjudge, and decree that Defendants violated
10 California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable
11 IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and
12 class members;

13 17. That the Court make an award to the Plaintiff and class members of
14 one (1) hour of pay at each employee's regular rate of pay for each workday that
15 a meal period was not provided;

16 18. For all actual, consequential, and incidental losses and damages,
17 according to proof;

18 19. For premiums pursuant to California Labor Code section 226.7(c);

19 20. For pre-judgment interest on any unpaid meal period premiums from
20 the date such amounts were due, or as otherwise provided by law;

21 21. For attorneys' fees pursuant to California Code of Civil Procedure
22 section 1021.5, or as otherwise provided by law; and

23 22. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Fourth Cause of Action**

26 23. That the Court declare, adjudge and decree that Defendants violated
27 California Labor Code sections 226.7, 516, and 1198, and the applicable IWC
28 Wage Order by willfully failing to authorize and permit Plaintiff and class

1 members to take all rest periods;

2 24. That the Court make an award to the Plaintiff and class members of
3 one (1) hour of pay at each employee's regular rate of pay for each workday that a
4 rest period was not authorized and permitted;

5 25. For all actual, consequential, and incidental losses and damages,
6 according to proof;

7 26. For premiums pursuant to California Labor Code section 226.7(c);

8 27. For pre-judgment interest on any unpaid rest period premiums from
9 the date such amounts were due, or as otherwise provided by law;

10 28. For attorneys' fees pursuant to California Code of Civil Procedure
11 section 1021.5, or as otherwise provided by law; and

12 29. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated
16 California Labor Code sections 226.7, 516, and 1198 and the applicable GIS Order
17 by willfully failing to provide all recovery periods to Plaintiff and class members;

18 31. That the Court make an award to the Plaintiff and class members of
19 one (1) hour of pay at each employee's regular rate of pay for each workday that a
20 recovery period was not provided;

21 32. For all actual, consequential, and incidental losses and damages,
22 according to proof;

23 33. For premiums pursuant to California Labor Code section 226.7(c);

24 34. For pre-judgment interest on any unpaid recovery period premiums
25 from the date such amounts were due, or as otherwise provided by law;

26 35. For attorneys' fees pursuant to California Code of Civil Procedure
27 section 1021.5, or as otherwise provided by law; and

28 36. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Sixth Cause of Action

37. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

38. For all actual, consequential, and incidental losses and damages, according to proof;

39. For injunctive relief pursuant to California Labor Code section 226(h);

40. For statutory penalties pursuant to California Labor Code section 226(e);

41. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Seventh Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages; minimum wages; and/or meal, rest, and recovery period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

44. For all actual, consequential and incidental losses and damages, according to proof;

45. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

46. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

1 47. For attorneys' fees pursuant to California Code of Civil Procedure
2 section 1021.5, or as otherwise provided by law; and

3 48. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 **As to the Eighth Cause of Action**

6 49. That the Court declare, adjudge and decree that Defendants violated
7 California Labor Code section 204 by willfully failing to timely pay Plaintiff and
8 class members overtime wages; minimum wages; and/or meal, rest, and recovery
9 period premiums during their employment;

10 50. For all actual, consequential and incidental losses and damages,
11 according to proof;

12 51. For statutory penalties according to proof pursuant to California
13 Labor Code section 210;

14 52. For pre-judgment interest on any unpaid wages from the date such
15 amounts were due, or as otherwise provided by law;

16 53. For attorneys' fees pursuant to California Code of Civil Procedure
17 section 1021.5, or as otherwise provided by law; and

18 54. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Ninth Cause of Action**

21 55. That the Court declare, adjudge and decree that Defendants violated
22 the following California Labor Code provisions as to Plaintiff and other aggrieved
23 employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12,
24 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all
25 hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal
26 periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods);
27 226.7, 516, and 1198 (by failing to provide recovery periods); 226(a), 1174(d),
28 and 1198 (by failing to provide accurate wage statements and maintain accurate

1 payroll records); 201 and 202 (by failing to timely pay all earned wages upon
2 termination); and 204 (by failing to timely pay all earned wages during
3 employment);

4 56. For civil penalties pursuant to the California Labor Code, including
5 sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of
6 California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
7 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198;

8 57. For injunctive relief pursuant to California Labor Code sections
9 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements
10 of California Labor Code 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
11 1182.12, 1194, 1197, 1197.1, and 1198;

12 58. For attorneys' fees and costs pursuant to California Labor Code
13 section 2699(k)(1), and any and all other relevant statutes, for Defendants'
14 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
15 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198;

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

17 60. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Tenth Cause of Action**

20 61. That the Court declare, adjudge and decree that Defendants' conduct
21 of failing to provide Plaintiff and class members all overtime wages due to them,
22 failing to provide Plaintiff and class members all minimum wages due to them,
23 failing to provide Plaintiff and class members all meal periods, failing to authorize
24 and permit Plaintiff and class members to take all rest periods, failing to provide
25 all heat recovery periods, failing to provide Plaintiff and class members accurate
26 and complete wage statements, failing to maintain accurate payroll records for
27 Plaintiff and class members, and failing to timely pay Plaintiff and class members
28 all earned wages during employment, constitutes an unlawful business practice in

1 violation of California Business and Professions Code sections 17200, *et seq.*;

2 62. For restitution of unpaid wages to Plaintiff and all class members and
3 prejudgment interest from the day such amounts were due and payable;

4 63. For the appointment of a receiver to receive, manage and distribute
5 any and all funds disgorged from Defendants and determined to have been
6 wrongfully acquired by Defendants as a result of violations of California Business
7 & Professions Code sections 17200, *et seq.*;

8 64. For reasonable attorneys' fees and costs of suit incurred herein
9 pursuant to California Code of Civil Procedure section 1021.5; and

10 65. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 **As to the Eleventh Cause of Action**

13 66. That the Court declare, adjudge and decree that Defendants' conduct
14 of denying Plaintiff and class members the statutory benefits guaranteed under
15 section 226.7 constitutes an unfair business practice in violation of California
16 Business and Professions Code sections 17200, *et seq.*;

17 67. For restitution of the statutory benefits under section 226.7 unfairly
18 withheld from Plaintiff and class members and prejudgment interest from the day
19 such amounts were due and payable;

20 68. For the appointment of a receiver to receive, manage and distribute
21 any and all funds disgorged from Defendants and determined to have been
22 wrongfully acquired by Defendants as a result of violations of California Business
23 & Professions Code sections 17200, *et seq.*;

24 69. For reasonable attorneys' fees and costs of suit incurred herein
25 pursuant to California Code of Civil Procedure section 1021.5;

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

27 ///

28 ///

1 71. For such other and further relief as the Court may deem equitable
2 and appropriate.

3
4 Dated: February 12, 2025

Respectfully submitted,

5 Capstone Law APC

6
7 By: 
8 Bevin Allen Pike
9 Daniel S. Jonathan
10 Trisha K. Monesi
11 Shealene P. Mancuso

12 Attorneys for Plaintiff Tony Correa
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EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

October 9, 2024

VIA ONLINE SUBMISSION

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

Subject: *Tony Correa v. Safelite Fulfillment, Inc., et al.*

Dear PAGA Administrator:

This office represents Tony Correa in connection with his claims under the California Labor Code. Mr. Correa was an employee of SAFELITE FULFILLMENT, INC. and/or SAFELITE SOLUTIONS, LLC. For the purpose of this letter, Mr. Correa collectively refers to these entities as "SAFELITE."

The employers may be contacted directly at the addresses below:

SAFELITE FULFILLMENT, INC.
7400 SAFELITE WAY
COLUMBUS, OH 43235

SAFELITE FULFILLMENT, INC.
PO BOX 182000
COLUMBUS, OH 73235

SAFELITE SOLUTIONS, LLC
7400 SAFELITE WAY
COLUMBUS, OH 43235

SAFELITE SOLUTIONS, LLC
PO BOX 182000
COLUMBUS, OH 73235

Mr. Correa intends to seek civil penalties, attorneys' 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"). Mr. Correa seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SAFELITE 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.

SAFELITE employed Mr. Correa as an hourly paid, non-exempt employee from approximately March 2023 to October 2023. Mr. Correa worked for SAFELITE as a Windshield Technician at its location in Riverside, California. Mr. Correa typically worked eight (8) or more hours per day and five (5) days per week. Mr. Correa was compensated approximately \$25.84 per hour. His job duties included, without limitation, repairing vehicle windows and windshields.

SAFELITE committed each of the following Labor Code violations against Mr. Correa, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

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

SAFELITE FULFILLMENT, INC. is a Delaware corporation while SAFELITE SOLUTIONS, LLC is a Delaware limited liability company. Together, they are a leading provider of vehicle glass repair and replacement services with 60 locations in California. Upon information and belief, SAFELITE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Columbus, Ohio, for all non-exempt, hourly paid employees working for SAFELITE in California, including Mr. Correa and other aggrieved employees. At all relevant times, SAFELITE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Correa and other aggrieved employees, regardless of their location or position.

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

SAFELITE willfully failed to pay all overtime wages owed to Mr. Correa and other aggrieved employees. During the relevant time period, Mr. Correa 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

¹ These facts, theories, and claims are based on Mr. Correa’s experience and counsel’s review of those records currently available relating to Mr. Correa’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, Mr. Correa reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

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.

First, during the relevant time period, SAFELITE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Correa and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with SAFELITE's practices of understaffing and assigning heavy workloads, including imposing productivity quotas (*see infra*), led Mr. Correa and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. For example, on at least two occasions, at SAFELITE's management's direction and/or to meet his repair quota, Mr. Correa was required to complete tasks after clocking out from his shifts, such as travelling back to customers' locations to complete windshield repairs. Thus, SAFELITE failed to track all of the time that employees spent performing work-related tasks after their shifts, and Mr. Correa and other aggrieved employees received no compensation for this time.

Second, SAFELITE had, and continues to have, company-wide policies and/or practices of understaffing, such that there were too few employees to handle the workload, while also pressuring employees to meet performance quotas such as completing repair jobs within a 90-minute timeframe. SAFELITE's policies and/or practices resulted in a failure to provide Mr. Correa and other aggrieved employees with adequate meal period coverage, and thus, Mr. Correa and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. SAFELITE also had a practice of failing to schedule meal periods, which further caused Mr. Correa and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Correa regularly had to clock out and work through his meal periods or cut his meal periods short in order to fulfill SAFELITE's requirement of completing repair jobs within 90 minutes and completing all repair jobs assigned for the day. Consequently, Mr. Correa and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Third, because SAFELITE frowned upon employees accruing meal period premiums, SAFELITE's management pressured Mr. Correa and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SAFELITE. Thus, SAFELITE did not record all hours worked during meal periods, and Mr. Correa and other aggrieved employees performed work during meal periods for which they were not paid.

SAFELITE knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Correa and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Correa 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, Mr. Correa and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SAFELITE's failure to pay Mr. Correa 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. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE

into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. 9-2001 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, § 11090(2)(G) (defining “Hours Worked”).

First, as set forth above, as a result of SAFELITE’s policy of limiting the amount of overtime employees could accrue, SAFELITE required Mr. Correa and other aggrieved employees to perform work off-the-clock after their scheduled shifts to complete work-related tasks, such as traveling to customer locations and completing windshield repair jobs. SAFELITE failed to track this time that Mr. Correa and other aggrieved employees spent working off-the-clock, and Mr. Correa and other aggrieved employees received no compensation for this time.

Second, as also set forth above, due to SAFELITE’s company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, such as pressuring employees to complete repair jobs within a 90-minute timeframe, and failing to schedule meal periods, Mr. Correa and 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, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Further, to limit the meal period premiums that SAFELITE would otherwise owe, SAFELITE pressured Mr. Correa and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Thus, SAFELITE systematically failed to pay Mr. Correa and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SAFELITE did not pay at least minimum wages for all hours worked by Mr. Correa and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SAFELITE 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, SAFELITE regularly failed to pay at least minimum wages to Mr. Correa 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. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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 Industrial Welfare Commission (“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, during the relevant time period, as stated above, SAFELITE had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including imposing productivity quotas, which has resulted in a lack of meal period coverage and prevented Mr. Correa and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, SAFELITE had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Correa and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Correa and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Correa regularly had to forgo and work through his meal periods in order to fulfill his work duties. As a further example, Mr. Correa was pressured to cut his meal periods short in order to meet the productivity quota and complete all jobs assigned to him that day. Additionally, on approximately 10 to 15 occasions, Mr. Correa took his meal periods late, after the fifth hour of work, due to the lack of coverage and heavy workload.

Second, as set forth above, because SAFELITE frowned upon employees accruing meal period premiums, SAFELITE's management pressured Mr. Correa and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SAFELITE.

Third, Mr. Correa and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Correa sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Correa 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.

At all times herein mentioned, SAFELITE knew or should have known that, as a result of these policies, Mr. Correa and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. SAFELITE further knew or should have known that SAFELITE did not pay Mr. Correa and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

Furthermore, SAFELITE 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, Mr. Correa and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SAFELITE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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, SAFELITE regularly failed to authorize and permit Mr. Correa 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, SAFELITE's company-wide practices, including understaffing, assigning heavy workloads, and implementing productivity expectations, prevented Mr. Correa and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, SAFELITE failed to schedule rest periods, which, coupled with SAFELITE's failure to provide adequate rest period coverage, further led to Mr. Correa and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SAFELITE maintained a company-wide on-premises rest period policy, which effectively required that Mr. Correa and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Correa and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SAFELITE effectively maintained control over Mr. Correa and/or other aggrieved employees during rest periods.

As a result of SAFELITE's practices and policies, Mr. Correa and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Correa had to forgo his rest periods entirely due to the heavy workload and productivity quotas.

SAFELITE has also 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, Mr. Correa and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SAFELITE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery 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 or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, SAFELITE violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because SAFELITE failed to provide Mr. Correa and other aggrieved employees with recovery periods. For example, SAFELITE did not inform Mr. Correa that he was entitled to recovery periods and Mr. Correa was not permitted to take them while working, even though some of his work was performed outside under the sun and in high temperatures.

SAFELITE also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Correa and other aggrieved employees have not received premium pay for all missed recovery periods.

Accordingly, SAFELITE failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable GIS Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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, SAFELITE has knowingly and intentionally provided Mr. Correa and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SAFELITE issued uniform wage statements to Mr. Correa 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, and the corresponding number of hours worked at each hourly rate. Specifically, SAFELITE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SAFELITE did not record the time Mr. Correa and other aggrieved employees spent working off-the-clock, SAFELITE did not list the correct amount of gross wages and net wages earned by Mr. Correa and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SAFELITE failed to accurately list the total number of hours worked by Mr. Correa 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).

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 hours 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). At all relevant times, and in violation of Labor Code section 1174(d), SAFELITE willfully failed to maintain accurate payroll records for Mr. Correa 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.

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, SAFELITE engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Correa and other aggrieved employees, in violation of section 1198. Also, in light of SAFELITE’s failure to provide Mr. Correa and other aggrieved employees with second 30-minute meal periods to which they were entitled, SAFELITE kept no records of meal start and end times for second meal periods.

Because SAFELITE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Correa 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, Mr. Correa 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.

Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, SAFELITE willfully failed to pay Mr. Correa and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, within the time periods specified by California Labor Code section 204.

Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

On information and belief, SAFELITE has a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, SAFELITE terminated Mr. Correa on or around October 26, 2023; however, SAFELITE did not provide Mr. Correa with all of his final wages until a few days after his termination date. Thus, SAFELITE failed to pay Mr. Correa his final wages within the requisite time limit in violation of California Labor Code section 201.

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

Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

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

Accordingly, Mr. Correa seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Correa, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SAFELITE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Correa 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:

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

Best Regards,



Ninel Kocharyan

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		C. Date of Delivery OCT 16 2024	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
9590 9402 7420 2055 5432 18		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 1970 0001 9028 3107		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse		A. Signature ☒ <i>[Signature]</i> ☐ Agent ☐ Addressee	
SAFELITE SOLUTIONS, LLC P.O. Box 182000 Columbus, OH 73235		B. Received by (Printed Name) <i>[Signature]</i>	
		C. Date of Delivery OCT 16 2024	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
9590 9402 7420 2055 5432 01		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 1970 0001 9028 3114		all Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	