



1801 Century Park East, Suite 2400  
Los Angeles, CA 90067  
Tel: (310) 432-2854

***VIA ONLINE FILING***

California Labor & Workforce Development Agency (LWDA)  
Attn: PAGA Administrator  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

***VIA U.S. CERTIFIED MAIL***

Robert Half Inc.  
2884 Sand Hill Road, Suite 200  
Menlo Park, California 94025

Re: ***Evelin Cuevas v. Robert Half Inc.***  
**Private Attorneys General Act Filing and Notice**

To Whom It May Concern:

This is a PAGA notice submitted on behalf of Evelin Cuevas (“Plaintiff”) against Robert Half Inc. (hereinafter referred to as “Robert Half” or the “Company”) pursuant to California Labor Code section 2699.3(a)(1)(A).

**I. AGGRIEVED EMPLOYEES AND STACKING**

Plaintiff was affected by several labor code violations during her tenure at Robert Half. Pursuant to California Labor Code section 2699.3(c)(1), she is authorized to bring suit on behalf of her colleagues who suffered the same labor code violation during the relevant period. Cal. Code Civ. Proc. § 340(a) (one year to bring action); *see also Esparza v. Safeway, Inc.*, 36 Cal. App. 5th 42, 59 (2019), *as modified on denial of reh’g* (June 28, 2019), review denied (Sept. 25, 2019) (“A PAGA action is subject to a one-year statute of limitations.”).

For each employee, certain penalties may also be stacked. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S. Dist. LEXIS 86975, at \*59, fn. 77 (C.D. Cal. June 22, 2012) (holding that although the plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be ‘stacked,’ i.e., multiple PAGA penalties can be assessed for the same pay period for different Labor Code violations.”); Labor Code § 2699(i) (precluding stacking *only* for penalties purely derivative of a separate labor code violation).

**II. RELEVANT FACTUAL BACKGROUND**

In August 2022, Defendants hired Plaintiff as a full-time, non-exempt hourly employee. Throughout her employment, Defendants required Plaintiff and other aggrieved employees to round their hours, mandated unpaid training courses, and compelled Plaintiff and other aggrieved employees to use their personal cellphones to communicate during non-working hours. In

addition, when Plaintiff quit her position and asked for her timely final paycheck, Robert Half responded “that law is not applicable” to them.

## **I. ALLEGED VIOLATIONS**

Pursuant to Labor Code section 1197, it is unlawful for an employer to suffer or to permit a California employee to work without paying wages at the minimum rate for all hours worked. However, here, Robert Half required Plaintiff and other aggrieved employees were forced to work off the clock. For example, Plaintiff and other aggrieved employees rounded all hours worked (i.e., failing to capture all time worked), were not paid for time spent completing required training programs, and were required to be available during nonworking hours through their cellphones. Cal. Lab. Code §§ 218.6, 1194, 1194.2, and 1197.

Pursuant to Labor Code section 510, employers must pay at least one and one-half times the normal rate for time worked over eight hours in a single day or over 40 hours in a week. However, here, Plaintiff and other aggrieved employees rounded all hours worked (i.e., failing to capture all time worked), were not paid for time spent completing required training programs, and were required to be available during nonworking hours through their cellphones leading to instances where Plaintiff and other aggrieved employees worked more than eight hours in a day without overtime pay. Cal. Lab. Code §§ 218.6, 510, 1194, and 1194.2.

Pursuant to Labor Code sections 226.7 and 512(a), an employer must provide employees with a 30-minute uninterrupted meal period after 5 hours of work. However, here, Plaintiff and other aggrieved employees routinely did not receive compliant meal periods as their timesheets were rounded. *Donohue v. Amn Servs.*, 11 Cal. 5th 58 (2021) (the practice of rounding time punches for employee meal periods is not consistent with purpose of Labor Code provision providing for premium pay for shortened or missed meal periods). Under Labor Code section 226.7(c), the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Cal. Lab. Code §§ 226.7(c) and 512(a). However, Plaintiff and other aggrieved employees never received such a payment, and in the alternative, if they did, any meal period premiums were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation. Moreover, even if Plaintiff and other aggrieved employees always received meal period premiums for noncompliant meal periods, which is not the case, the extra hour of pay would not excuse the violation. *Kirby v. Immoos Fire Prot., Inc.*, 53 Cal. 4th 1244, 1256–57 (2012) (“An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.”).

Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Here, Robert Half willfully failed to reimburse Plaintiff and other aggrieved employees for all work expenses. In order to discharge their duties, Plaintiff and other aggrieved employees incurred reasonable and necessary expenses in the course of completing their job duties, which were not reimbursed by Robert Half. In particular, Plaintiff and other aggrieved

employees were required to use their cellphone and should have been reimbursed for cellphone costs.

Pursuant to Labor Code section 201, when an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable. Plaintiff and other aggrieved employees should have received all wages earned at the time of termination pursuant to Labor Code Section 201 or within 72 hours of resignation pursuant to Labor Code section 202. These earned but unpaid wages include the unpaid minimum wages/compensation for all hours worked, overtime pay, and premium pay for missed meal and rest breaks.

Pursuant to Labor Code section 226, an employer must provide employees with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) number of piece-rate units earned (when applicable), (4) all deductions, (5) net wages earned, (6) the pay period, (7) the name of the employee and the last four digits of their social security number or their employee identification number, (8) the name and address of the company, and (9) all applicable hourly rates and the corresponding number of hours worked at each hourly rate by the employee. The Company knowingly and intentionally did not provide Plaintiff and other aggrieved employees with payroll records that accurately reflected all information required, in part, because the company had a rounding practice in place.

Pursuant to Labor Code section 1198.5, employees (and former employees) have the right to inspect personnel records maintained by the employer “related to the employee’s performance or to any grievance concerning the employee.” Robert Half fails to comply with the code.

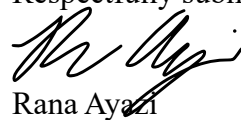
Please take notice that based upon the aforementioned labor code violations, and in addition to the penalties provided by those specific sections themselves, Plaintiff also intends to seek penalties under the following Labor Code sections 558, 226.3, 1102.5 1197.1.

## II. CONCLUSION

Plaintiff has attempted to work directly with Robert Half to no avail. Plaintiff is hopeful that the LWDA will investigate Robert Half’s actions, but she is prepared to file a civil action and vigorously prosecute on behalf of her colleagues. Cal. Lab. Code § 2699.3(a)(2)(A) (“Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699”); Cal. Lab. Code § 2699.3(e) (tolling period of 65 days).

If you have any questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Respectfully submitted,



Rana Ayazi  
Ayazi Abney APC