

Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@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 Plaintiffs Shamiya
Lewis and Latorsha Turner

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SHAMIYA LEWIS and LATORSHA
TURNER individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiffs,

vs.

PSMG, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2435632

**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 California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 (Failure to Produce Employment Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (9) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11040 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
- (10) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (11) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (13) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiffs Shamiya Lewis and Latorsha Turner, individually and on behalf of all other
2 members of the public similarly situated, and as aggrieved employees and on behalf of all
3 aggrieved employees, allege as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiffs, the State of California, and
8 other current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiffs’
17 share of damages, penalties, and other relief sought in this action do not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiffs' claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of San Bernardino, and have violated the requirements of the California Labor Code
6 and applicable Wage Order in this county which give rise to the penalties sought in this
7 action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of
8 the California Labor Code and applicable Wage Order in at least one location within the
9 County of San Bernardino, including Defendants' branch office in Ontario (2990 Inland
10 Empire Boulevard, Suite 104, Ontario, California 91764). Pursuant to California Civil Code
11 of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed
12 by statute in the county in which the cause, or some part of the cause, arose. Because
13 Defendants have employees in San Bernardino County and Plaintiffs could bring this action to
14 recover penalties in San Bernardino County, venue is proper.

15 **THE PARTIES**

16 4. Plaintiff Shamiya Lewis ("Plaintiff Lewis") is a resident of Fairfield, in Solano
17 County, California. Defendants employed Plaintiff Lewis as an hourly paid, non-exempt
18 employee from approximately July 2023 to July 2024. Plaintiff Lewis worked as a Security
19 Guard for Defendants at one of their client's sites, Amcan Beverages (located at 1201
20 Commerce Boulevard, American Canyon, California 94503). During her employment,
21 Plaintiff Lewis typically worked eight (8) hours or more per day, and five (5) days or more per
22 week. At the time Plaintiff Lewis's employment with Defendants ended, she was
23 compensated approximately \$21.45 per hour. Plaintiff Lewis's primary job duties included,
24 without limitation, verifying appointment times for deliveries, checking in trucks, and
25 controlling truck entry and exit gates.

26 5. Plaintiff Latorsha Turner ("Plaintiff Turner") is a resident of Adelanto, in San
27 Bernardino County, California. Defendants employed Plaintiff Turner as an hourly paid, non-
28 exempt employee from approximately January 2021 to September 2024. Plaintiff Turner

1 worked as a Security Guard for Defendants at various jobsites in California. During her
2 employment, Plaintiff Turner typically worked eight (8) hours or more per day, and five (5)
3 days or more per week. At the time Plaintiff Turner's employment with Defendants ended,
4 she was compensated approximately \$17.50 per hour. Plaintiff Turner's primary job duties
5 included, without limitation, patrolling premises, checking in and opening gates for visitors
6 and deliveries, and monitoring surroundings.

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

10 7. Plaintiffs are unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
12 amend the complaint and serve such fictitiously named Defendants once their names and
13 capacities become known.

14 8. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
15 were the partners, agents, owners, or managers of PSMG, INC. at all relevant times.

16 9. Plaintiffs are informed and believe, and thereon allege, that each and all of the
17 acts and omissions alleged herein was performed by, or is attributable to, PSMG, INC. and/or
18 DOES 1 through 10 (collectively, "Defendants" or "PSMG"), each acting as the agent,
19 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
20 Defendants and was acting within the course and scope of such agency, employment, joint
21 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any
22 and all Defendants were in accordance with, and represent, the official policy of Defendants.

23 10. At all relevant times, Defendants, and each of them, ratified each and every act
24 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
25 and abetted the acts and omissions of each and all the other Defendants in proximately causing
26 the damages herein alleged.

27 11. Plaintiffs are informed and believe, and thereon allege, that each of said
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

12. Defendants are a private security company that provides services for industrial, commercial, and residential properties. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Costa Mesa, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

13. In particular, Plaintiffs and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

14. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Costa Mesa, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiffs and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

15. Defendants continue to employ non-exempt or hourly paid employees in California.

16. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel

practices, and about the requirements of California law.

17. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class members were not paid for all hours worked because all hours worked were not recorded.

18. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

19. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and class members were not paid at least minimum wages for work done off-the-clock.

20. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period. In violation of the Labor Code, Plaintiffs and class members were not authorized and permitted to take compliant rest periods, nor did Defendants provide Plaintiffs and class members with payment of one (1) additional hour of pay at their

1 regular rates of pay when they were not authorized and permitted to take a compliant rest
2 period.

3 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and class members were entitled to receive complete and
5 accurate wage statements in accordance with California law. In violation of the California
6 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
7 statements.

8 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that they had a duty to maintain accurate and complete payroll records in
10 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
11 knowingly, and intentionally failed to do so.

12 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that they were required to comply with requests from Plaintiffs and class
14 members to inspect or receive a copy of their personnel and other employment records,
15 including copies of instruments that they had signed, within the statutory time limits in
16 accordance with the California Labor Code and applicable IWC Wage Order, but failed to do
17 so.

18 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs and class members were entitled to timely payment of all
20 wages earned upon termination of employment. In violation of the California Labor Code,
21 Plaintiffs and class members did not receive payment of all wages due, including, but not
22 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
23 permissible time periods.

24 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs and class members were entitled to timely payment of
26 wages during their employment. In violation of the California Labor Code, Plaintiffs and
27 class members did not receive payment of all wages, including, but not limited to, overtime
28 wages, minimum wages, and/or meal and rest period premiums, within permissible time

1 periods.

2 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiff Turner and class members were entitled to receive all
4 reporting time pay when Plaintiff Turner and class members were required to report to work
5 but were put to work for less than half of their usual or scheduled shift. In violation of the
6 California Labor Code and applicable IWC Wage Order, Plaintiff Turner and class members
7 were not paid all reporting time pay.

8 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and class members were entitled to receive full
10 reimbursement for all business-related expenses and costs they incurred during the course and
11 scope of their employment and that they did not receive full reimbursement of applicable
12 business-related expenses and costs incurred.

13 29. Plaintiffs are informed and believe, and thereon allege, that at all times herein
14 mentioned, Defendants knew or should have known that Defendants had a duty to provide
15 Plaintiffs and class members with written notice of the material terms of their employment
16 with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

17 30. Plaintiffs are informed and believe, and thereon allege, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff
19 Lewis and class members with safety devices and safeguards to protect their life, health, and
20 safety in the workplace, but failed to do so.

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

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 32. At all times herein set forth, PAGA provides that any provision of law under

1 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
2 assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for
3 violations of the California Labor Code and applicable IWC Wage Order may, as an
4 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
5 themselves and other current or former employees pursuant to procedures outlined in
6 California Labor Code section 2699.3.

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

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

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

16 (a) The aggrieved employee or representative shall give written notice by
17 online filing with the LWDA and by certified mail to the employer of
18 the specific provisions of the California Labor Code alleged to have
19 been violated, including the facts and theories to support the alleged
20 violation.

21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).

24 (c) The LWDA shall notify the employer and the aggrieved employee or
25 representative by certified mail that it does not intend to investigate the
26 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
27 the postmark date of the aggrieved employee’s notice. Upon receipt of
28 the LWDA Notice, or if no LWDA Notice is provided within sixty-five

(65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

36. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 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 (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

37. On December 23, 2024, Plaintiff Lewis provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Lewis's written

1 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
2 LWDA PAGA Administrator confirmed receipt of Plaintiff Lewis’s written notice and
3 assigned Plaintiff Lewis PAGA Case Number LWDA-CM-1069087-24. On December 24,
4 2024, Plaintiff Lewis filed an amended written notice by online filing to the LWDA and by
5 certified mail to Defendants of the specific provisions of the California Labor Code alleged to
6 have been violated, supplementing and/or clarifying the facts and theories to support the
7 alleged violations set forth in her original LWDA notice, in accordance with California Labor
8 Code section 2699.3. True and correct copies of Plaintiff Lewis’s written notices to the
9 LWDA and Defendants is attached hereto as “Exhibit 1.”

10 38. On December 23, 2024, Plaintiff Turner provided written notice by online
11 filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the
12 California Labor Code alleged to have been violated, including facts and theories to support
13 the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff
14 Turner’s written notice was accompanied with the applicable filing fee of seventy-five dollars
15 (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Turner’s written
16 notice and assigned Plaintiff Turner PAGA Case Number LWDA-CM-1069092-24. A true
17 and correct copy of Plaintiff Turner’s written notice to the LWDA and Defendants is attached
18 hereto as “Exhibit 2.”

19 39. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
20 sent the notices described above to the LWDA, and the LWDA has not responded that it
21 intends to investigate Plaintiffs’ claims and Defendants have not cured the violations.

22 40. Thus, Plaintiffs have satisfied the administrative prerequisites under California
23 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
24 of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516,
25 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403.

26 41. Labor Code section 558(a) provides “[a]ny employer or other person acting on
27 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 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 “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

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

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

44. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a)-(c), 2699.5, and section 558, Plaintiffs, acting in the public interest as private attorneys general, seek assessment and collection of civil penalties and injunctive relief for themselves, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403.

CLASS ACTION ALLEGATIONS

45. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

46. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

47. Plaintiffs’ proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial (“Class”).

1 48. Plaintiffs’ proposed subclass consists of and is defined as follows:

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

5 49. Members of the Class and Subclass are referred to herein as “class members.”

6 50. Plaintiffs reserve the right to redefine the Class and Subclass and to add
7 additional subclasses as appropriate based on further investigation, discovery, and specific
8 theories of liability.

9 51. There are common questions of law and fact as to class members that
10 predominate over questions affecting only individual members, including, but not limited to:

- 11 (a) Whether Defendants required Plaintiffs and class members to work over
12 eight (8) hours per day, over twelve (12) hours per day, or over forty
13 (40) hours per week and failed to pay all legally required overtime
14 compensation to Plaintiffs and class members;
15 (b) Whether Defendants failed to pay Plaintiffs and class members at least
16 minimum wages for all hours worked;
17 (c) Whether Defendants failed to provide Plaintiffs and class members meal
18 periods;
19 (d) Whether Defendants failed to authorize and permit Plaintiffs and class
20 members to take rest periods;
21 (e) Whether Defendants provided Plaintiffs and class members with
22 complete and accurate wage statements as required by California Labor
23 Code section 226(a);
24 (f) Whether Defendants maintained accurate payroll records as required by
25 California Labor Code section 1174(d);
26 (g) Whether Defendants failed to produce copies or allow inspection of
27 Plaintiffs’ and class members’ own personnel and other employment
28 records, including copies of instruments signed, upon written request

1 within the statutory time limits;

- 2 (h) Whether Defendants failed to pay earned overtime wages, minimum
3 wages, meal and rest period premiums, and/or reporting time pay, due to
4 Plaintiffs and class members upon their discharge;
- 5 (i) Whether Defendants failed to timely pay overtime wages, minimum
6 wages, meal and rest period premiums, and/or reporting time pay, to
7 Plaintiffs and class members during their employment;
- 8 (j) Whether Defendants required Plaintiff Turner and class members to
9 report to work, but failed to provide them with work or provided them
10 with less than half their usual or scheduled day's work, without properly
11 compensating them as required by California Code of Regulations, Title
12 8, section 11040(5);
- 13 (k) Whether Defendants failed to reimburse Plaintiffs and class members
14 for necessary and required business-related expenditures and/or losses
15 incurred by them in the scope of their employment;
- 16 (l) Whether Defendants failed to provide written notice of information
17 material to Plaintiffs' and class members' employment with Defendants;
- 18 (m) Whether Defendants failed to provide Plaintiff Lewis and class
19 members with safety devices and safeguards, such as personal protective
20 equipment;
- 21 (n) Whether Defendants engaged in unlawful and unfair business practices
22 in violation of California Business & Professions Code sections 17200,
23 *et seq.*; and
- 24 (o) The appropriate amount of damages, restitution, or monetary penalties
25 resulting from Defendants' violations of California law.

26 52. There is a well-defined community of interest in the litigation and the class
27 members are readily ascertainable:

- 28 (a) Numerosity: The class members are so numerous that joinder of all

1 members would be unfeasible and impractical. The membership of the
2 entire class is unknown to Plaintiffs at this time; however, the class is
3 estimated to be greater than one hundred (100) individuals and the
4 identity of such membership is readily ascertainable by inspection of
5 Defendants' employment records.

6 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
7 protect the interests of each class member with whom they have a well-
8 defined community of interest, and Plaintiffs' claims (or defenses, if
9 any) are typical of all class members as demonstrated herein.

10 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
11 protect the interests of each class member with whom they have a well-
12 defined community of interest and typicality of claims, as demonstrated
13 herein. Plaintiffs acknowledge that they have an obligation to make
14 known to the Court any relationship, conflicts or differences with any
15 class member. Plaintiffs' attorneys, the proposed class counsel, are
16 versed in the rules governing class action discovery, certification, and
17 settlement. Plaintiffs have incurred, and throughout the duration of this
18 action, will continue to incur costs and attorneys' fees that have been,
19 are, and will be necessarily expended for the prosecution of this action
20 for the substantial benefit of each class member.

21 (d) Superiority: The nature of this action makes the use of class action
22 adjudication superior to other methods. A class action will achieve
23 economies of time, effort, and expense as compared with separate
24 lawsuits, and will avoid inconsistent outcomes because the same issues
25 can be adjudicated in the same manner and at the same time for the
26 entire class.

27 (e) Public Policy Considerations: Employers in the State of California
28 violate employment and labor laws every day. Current employees are

1 often afraid to assert their rights out of fear of direct or indirect
2 retaliation. Former employees are fearful of bringing actions because
3 they believe their former employers might damage their future
4 endeavors through negative references and/or other means. Class
5 actions provide the class members who are not named in the complaint
6 with a type of anonymity that allows for the vindication of their rights
7 while simultaneously protecting their privacy.

8 **FIRST CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 10 **(Against all Defendants)**

11 53. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
12 and every allegation set forth above.

13 54. Labor Code section 1198 makes it illegal to employ an employee under
14 conditions of labor that are prohibited by the applicable wage order. California Labor Code
15 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
16 be the . . . standard conditions of labor for employees. The employment of any employee . . .
17 under conditions of labor prohibited by the order is unlawful.”

18 55. California Labor Code section 1198 and the applicable IWC Wage Order
19 provide that it is unlawful to employ persons without compensating them at a rate of pay
20 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
21 number of hours worked by the person on a daily or weekly basis.

22 56. Specifically, the applicable IWC Wage Order provides that Defendants are and
23 were required to pay Plaintiffs and class members working more than eight (8) hours in a day
24 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
25 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
26 workweek.

27 57. The applicable IWC Wage Order further provides that Defendants are and were
28 required to pay Plaintiffs and class members 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.

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

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

60. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of discouraging and impeding Plaintiffs and class members from recording hours worked that were outside of their scheduled shifts. Defendants' company-wide policy and/or practice is to require employees to fill out handwritten timesheets each day and to submit them to management for review and approval. When completing these handwritten timesheets, Defendants' management instructed Plaintiff Lewis and class members to record only their scheduled shift start- and end-times, instead of their actual hours worked. Alternatively, on information and belief, Defendants' supervisors rounded clock-in and clock-out times to the nearest hour, half hour, or quarter hour to limit the time employees were eligible to be compensated for. Defendants' rounding policy resulted in the failure to compensate Plaintiffs and class members fully for all hours worked, causing Plaintiffs and class members to not be paid overtime wages for all of the overtime hours they actually worked. To the extent Defendants' timekeeping practices took away time worked that was eligible for overtime, Plaintiffs and class members were denied overtime pay for all

1 hours worked.

2 61. For example, Plaintiff Lewis was required to report to her assigned jobsite
3 approximately 10-15 minutes prior to her scheduled shift-start time for every shift. As
4 another example, because of Defendants' company-wide policy and/or practice of providing
5 their clients with continuous monitoring of jobsites, Plaintiff Lewis was required to wait for
6 the employee working the next shift to arrive to the jobsite so she could leave for the day.
7 However, due to Defendants' restriction on overtime, she was told she could not remain
8 clocked in and record this time spent working after her scheduled shift end-time. As a result,
9 about two (2) to three (3) times per week, when other employees were running late, Plaintiff
10 Lewis clocked out at her scheduled shift-end time but had to wait approximately ten (10)
11 minutes off-the-clock to be relieved.

12 62. Additionally, during the relevant time period, Defendants required Plaintiff
13 Turner and class members to travel to distant jobsites, but did not compensate them for their
14 time spent traveling to and from these locations. For example, Defendants sometimes
15 required Plaintiff Turner to drive for approximately one (1) to two (2) hours one-way from her
16 home in Adelanto, California, to various jobsites, including, but not limited to, those in
17 Riverside, California and San Bernardino, California. As an additional example, Defendants'
18 managers sometimes required Plaintiff Turner to clock out from her jobsite, drive to another
19 jobsite about 20-30 minutes away, and clock in only once she arrived. As a result, Plaintiff
20 Turner was not paid for any time spent traveling to, from, or between distant jobsites. Thus,
21 Plaintiff Turner and class members were not compensated for all travel time, despite being
22 under the direction and control of Defendants. Additionally, Defendants' management would
23 call Plaintiff Lewis on her day off once per week to discuss work-related matters such as
24 delivery truck appointments and procedures, time for which she was not paid.

25 63. Second, Defendants had, and continue to have, a company-wide policy and/or
26 practice of understaffing while assigning heavy workloads, including providing continuous
27 jobsite monitoring. Defendants' policies and/or practices resulted in a failure to provide
28 Plaintiffs and class members with adequate meal period coverage, and thus, Plaintiffs and

1 class members were not always afforded uninterrupted 30-minute meal periods during shifts
2 when they were entitled to receive a meal period. Also, Defendants systematically, and on a
3 company-wide basis, understaffed their jobsite locations, including by adopting a single-
4 staffing model for some of their jobsites, whereby only one employee was scheduled to work
5 at certain times, thereby failing to provide adequate meal period coverage to permit those
6 employees to take compliant meal periods. Defendants also had a practice of failing to
7 schedule meal periods at all, which further caused Plaintiffs and class members to not be
8 relieved of their duties for compliant meal periods. For example, Plaintiff Lewis's meal
9 periods were interrupted and/or cut short about twice per week due to the high volume of
10 trucks that she was responsible for checking in. For the same reasons, she sometimes had to
11 work through her meal periods. As a further example, Plaintiff Turner regularly missed her
12 meal periods or had them interrupted and cut short due to the lack of coverage and heavy
13 workload. Thus, Plaintiffs and class members worked through their meal periods and/or had
14 their meal periods interrupted in order to complete their assigned workloads. Defendants did
15 not compensate Plaintiffs and class members for the time they continued to perform tasks
16 during unpaid meal periods.

17 64. Third, because Defendants frowned upon employees accruing meal period
18 premiums, Defendants pressured Plaintiffs and class members to clock out for meal periods to
19 reflect compliant meal periods, on threat of discipline, even when they did not receive a
20 compliant meal period. For example, when Plaintiff Lewis was too busy with her workload to
21 take a compliant meal period, her manager told her to record a compliant meal break on her
22 handwritten timesheet regardless, and verbally warned her if she did not do so. As a further
23 example, Defendants' management would not accept Plaintiff Turner's handwritten timesheets
24 if they did not reflect compliant meal periods, even if she had been too busy with her
25 workload in order to take a compliant meal period. Thus, Defendants did not record all hours
26 worked during meal periods and Plaintiffs and class members performed work during meal
27 periods for which they were not paid.

28 65. Fourth, Defendants maintained a company-wide on-premises meal period

1 policy, which mandated that Plaintiffs and class members remain on their clients' jobsite
2 premises during their unpaid meal periods. Because Plaintiffs and class members were
3 restricted from leaving the premises during meal periods, they were denied the ability to use
4 their meal periods freely for their own purposes. Thus, Defendants maintained control over
5 Plaintiffs and class members during their unpaid meal periods.

6 66. Moreover, Defendants had, and continue to have, a company-wide policy
7 and/or practice of requiring that Plaintiff Turner and class members carry and respond to their
8 company-issued radios and/or personal mobile devices at all times, including during unpaid
9 meal periods. For example, Defendants' management regularly contacted Plaintiff Turner on
10 her company-issued radio and personal cellular phone during meal periods to discuss work-
11 related matters. Defendants did not pay Plaintiff Turner and class members for the time they
12 continued to perform tasks during meal periods.

13 67. Defendants knew or should have known that, as a result of these company-wide
14 practices and/or policies, Plaintiffs and class members were performing their assigned duties
15 off-the-clock before and after their shifts and during meal periods, and were suffered or
16 permitted to perform work for which they were not paid. Because Plaintiffs and class
17 members worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more,
18 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiffs and
19 class members were not paid overtime wages for all of the overtime hours they actually
20 worked.

21 68. Defendants' failure to pay Plaintiffs and class members the balance of overtime
22 compensation as required by California law, violates the provisions of California Labor Code
23 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class
24 members are entitled to recover from Defendants their unpaid overtime compensation, as well
25 as interest, costs, and attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
3 **Minimum Wages**
4 **(Against all Defendants)**

5 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 70. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
8 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
9 to be paid to employees, and the payment of a wage less than the minimum so fixed is
10 unlawful. Compensable work time is defined in Wage Order No. 4-2001 as “the time during
11 which an employee is subject to the control of an employer, and includes all the time the
12 employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs.
13 Tit. 8, § 11040(2)(M) (defining “Hours Worked”).

14 71. First, as set forth above, during the relevant time period, as a result of
15 Defendants’ policy of limiting overtime accrual and pressuring employees to record only their
16 scheduled hours instead of hours actually worked, Defendants failed to pay Plaintiffs and class
17 members for work performed outside their scheduled shifts, including, but not limited to,
18 reporting to work early, waiting for other employees to arrive for their shifts, and fielding
19 calls from management during off-hours. Moreover, due to Defendants’ policy of rounding
20 Plaintiffs’ and class members’ clock-in and clock-out times in their timekeeping system to the
21 nearest hour, half hour, or quarter hour, Defendants failed to compensate Plaintiffs and class
22 members fully for all hours worked. Additionally, as stated, Defendants required Plaintiff
23 Turner and class members to travel to distant jobsites and assignments or would require them
24 to travel to multiple jobsites in a day, but they were not allowed to clock in until arriving at
25 the assigned jobsite for the start of their scheduled shifts and/or were required to clock out
26 before driving to their next assigned jobsite, and thus were not paid for any time spent
27 traveling to, from, or between the jobsites.

28 72. Second, as set forth, due to Defendants’ policies and/or practices of

1 understaffing and/or single-staffing their jobsites while assigning heavy workloads, requiring
2 employees to remain on the jobsite premises during meal periods, requiring employees to
3 carry a company-issued radio and/or personal mobile devices to respond to calls from the
4 main office and coworkers at all times, and failing to schedule meal periods, Plaintiffs and
5 class members were prevented from taking all uninterrupted meal periods to which they were
6 entitled and were required to work off-the-clock during meal periods, have their meal periods
7 interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

8 73. Third, as stated, on information and belief, in order to limit meal period
9 premiums that Defendants would otherwise owe, Defendants pressured Plaintiffs and class
10 members to clock out for meal periods, on threat of discipline, even when they did not receive
11 a compliant meal period. Thus, Defendants systematically failed to pay Plaintiffs and class
12 members for actual hours worked during unpaid meal periods because these hours were not
13 always correctly recorded.

14 74. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
15 class members. To the extent that these off-the-clock hours did not qualify for overtime
16 premium payment, Defendants did not pay at least minimum wages for those hours worked
17 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
18 1198.

19 75. Defendants' failure to pay Plaintiffs and class members minimum wages
20 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
21 California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover
22 from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
23 interest thereon.

24 **THIRD CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 26 **Violations** 27 **(Against all Defendants)**

28 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each

1 and every allegation set forth above.

2 77. At all relevant times herein set forth, the applicable IWC Wage Order and
3 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiffs' and
4 class members' employment by Defendants. At all relevant times herein set forth, California
5 Labor Code section 512(a) provides that an employer may not require, cause, or permit an
6 employee to work for a period of more than five (5) hours per day without providing the
7 employee with a meal period of not less than thirty (30) minutes, except that if the total work
8 period per day of the employee is not more than six (6) hours, the meal period may be waived
9 by mutual consent of both the employer and the employee. Under California law, first meal
10 periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53
11 Cal. 4th 1004, 1041-1042 (2012).

12 78. At all relevant times herein set forth, California Labor Code sections 226.7,
13 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
14 meal period mandated by an applicable order of the IWC.

15 79. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
16 the applicable IWC Wage Order also require employers to provide a second meal period of
17 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
18 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
19 hours worked is no more than twelve (12) hours, the second meal period may be waived by
20 mutual consent of the employer and the employee only if the first meal period was not waived.

21 80. First, during the relevant time period, as stated, Defendants had, and continue
22 to have, a company-wide policy and/or practice of understaffing and/or single-staffing jobsites
23 while assigning heavy workloads, including providing continuous jobsite monitoring, which
24 has resulted in a lack of meal period coverage and prevented Plaintiffs and class members
25 from taking all timely, uninterrupted meal periods to which they were entitled. Further, as
26 stated, Defendants had a company-wide practice and/or policy of failing to schedule meal
27 periods, which further caused Plaintiffs and class members to not be relieved of their duties
28 for compliant meal periods. For example, Plaintiff Lewis's meal periods were interrupted

1 and/or cut short about once or twice per week due to her workload. For the same reasons, she
2 missed some of her meal periods, and often had to take her meal periods late, after the fifth
3 hour of work. As a further example, Plaintiff Turner regularly missed her meal periods and/or
4 had to take them late due to the lack of coverage and heavy workload. Moreover, as stated,
5 Defendants had a company-wide policy and/or practice of requiring that Plaintiff Turner and
6 class members carry a company-issued radio and/or a personal mobile device to respond to
7 requests from the main office and coworkers at all times, including during meal periods. For
8 example, Plaintiff Turner's meal periods were interrupted and cut short numerous times by
9 communications over the phone and the radio.

10 81. Second, as stated, on information and belief, in order to limit meal period
11 premiums that Defendants would otherwise owe, Defendants pressured Plaintiffs and class
12 members to clock out for meal periods to reflect compliant meal periods, on threat of
13 discipline. For example, as stated above, Defendants' management pressured Plaintiffs to
14 submit timesheets reflecting compliant meal periods even on shifts when they had not, in fact,
15 received these timely, uninterrupted meal periods.

16 82. Third, as also stated, during the relevant time period, Defendants maintained
17 and implemented a company-wide on-premises meal period policy for employees, which
18 mandated that Plaintiffs and class members remain on the work premises during meal periods.
19 Because Plaintiffs and class members were restricted from leaving the premises during meal
20 periods, they were denied the ability to use their meal periods freely for their own purposes.
21 Thus, Defendants maintained control over Plaintiffs and class members during meal periods.

22 83. Fourth, Defendants did not provide Plaintiff Turner and class members with
23 second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
24 During the relevant time period, Plaintiff Turner worked shifts in excess of 10 hours in one
25 day and did not take a second meal period during those shifts. Plaintiffs and class members
26 did not sign valid meal period waivers on days that they were entitled to meal periods and
27 were not relieved of all duties.

28 84. At all times mentioned herein, Defendants knew or should have known that as a

1 result of their policies, Plaintiffs and class members were not actually relieved of all duties to
2 take timely, uninterrupted meal periods. Defendants further knew or should have known that
3 they did not pay Plaintiffs and class members meal period premiums when meal periods were
4 late, interrupted, shortened, and/or missed. Further, to the extent that Defendants' rounding
5 policy reported that Plaintiffs and class members were provided with timely, full 30-minute
6 meal periods when, in fact, the meal periods were taken after the fifth hour of work or were
7 less than 30 minutes, Plaintiffs and class members did not receive meal period penalties for
8 these improperly rounded meal periods.

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

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

19 **FOURTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 21 **(Against all Defendants)**

22 87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
23 and every allegation set forth above.

24 88. At all relevant times herein set forth, the applicable IWC Wage Order and
25 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class
26 members' employment by Defendants.

27 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half
4 (3 ½) hours.

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

16 91. During the relevant time period, Defendants regularly failed to authorize and
17 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
18 hour period worked or major fraction thereof. As with meal periods, Defendants’ policies
19 and/or practices, including understaffing/single-staffing and assigning heavy workloads, and
20 their requirement that Plaintiff Turner and class members carry a company-issued radio and/or
21 personal mobile device at all times, including during rest periods, prevented Plaintiffs and
22 class members from being relieved of all duty in order to take compliant rest periods.
23 Defendants also failed to schedule rest periods, which, coupled with Defendants’ failure to
24 provide adequate rest period coverage, further led to Plaintiffs and class members not being
25 authorized and permitted to take rest periods.

26 92. Furthermore, Defendants maintained a company-wide on-premises rest period
27 policy, which mandated that Plaintiffs and class members remain on the work premises during
28 their rest periods. Because Plaintiffs and class members 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, Defendants maintained control over Plaintiffs and class members during rest periods.

93. As a result of Defendants' practices and policies, Plaintiffs and class members 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, Plaintiff Turner had to forgo her rest periods altogether due to the heavy workload and lack of rest period coverage, and Plaintiff Lewis had to forgo her rest periods about two (2) to three (3) times per week for the same reasons.

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

95. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiffs 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 rest period was not authorized and permitted.

FIFTH 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)

96. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

97. 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

1 complete itemized wage statement in writing, including, but not limited to, the name and
2 address of the legal entity that is the employer, the inclusive dates of the pay period, total
3 hours worked, and all applicable rates of pay.

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

11 99. Because Defendants did not record the time Plaintiffs and Subclass members
12 spent working off the clock, improperly rounded their total hours worked, and deducted time
13 from their records for meal periods that were interrupted and/or missed (and therefore time for
14 which they should have been paid), Defendants did not list the correct amount of gross wages
15 and net wages earned by Plaintiffs and Subclass members in compliance with sections
16 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
17 number of hours worked by Plaintiffs and Subclass members, in violation of section 226(a)(2),
18 and failed to list the applicable hourly rates of pay in effect during the pay period and the
19 corresponding accurate number of hours worked at each hourly rate, in violation of section
20 226(a)(9).

21 100. The wage statement deficiencies also include, among other things, failing to list
22 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
23 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
24 for which employees were paid; failing to list the name of the employee and only the last four
25 digits of his or her social security number or an employee identification number other than a
26 social security number; failing to list the name and address of the legal entity that is the
27 employer; and/or failing to state all hours worked as a result of not recording or stating hours
28 worked off-the-clock.

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

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

25 103. Plaintiffs and Subclass members are entitled to recover from Defendants the
26 greater of their actual damages caused by Defendants’ failure to comply with California Labor
27 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
28 employee.

1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5—Failure to**
3 **Produce and/or Permit Inspection of Records and Instruments Signed**
4 **(Against all Defendants)**

5 104. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 105. At all relevant times herein, California Labor Code section 226(b) provides that
8 every employer shall furnish current and former employees the right to inspect or copy
9 records pertaining to their employment, upon reasonable request to the employer. Labor Code
10 Section 226(c) provides that an employer must comply with a request made pursuant to Labor
11 Code section 226(b) no later than 21 calendar days from the date of the employee's request.

12 106. At all times relevant herein, California Labor Code section 432 states, “[i]f an
13 employee or applicant signs any instrument relating to the obtaining or holding of
14 employment, he shall be given a copy of the instrument upon request.” California Labor Code
15 section 433 states, “[a]ny person violating this article is guilty of a misdemeanor.”

16 107. At all times relevant herein, California Labor Code section 1198.5 requires that
17 an employer provide a copy of an employee's personnel record no later than 30 days from the
18 date the employer receives a written request.

19 108. At all times relevant herein, IWC Wage Order No. 4-2001, subdivision 7(A),
20 provides that “[e]very employer shall keep accurate information with respect to each
21 employee including the following: (1) Full name, home address, occupation and social
22 security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time
23 records showing when the employee begins and ends each work period. Meal periods, split
24 shift intervals and total daily hours worked shall also be recorded. Meal periods during which
25 operations cease and authorized rest periods need not be recorded. (4) Total wages paid each
26 payroll period, including value of board, lodging, or other compensation actually furnished to
27 the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This
28 information shall be made readily available to the employee upon reasonable request.” IWC

1 Wage Order No. 4-2001, subdivision 7(C), also provides, “[a]ll required records shall be in
2 the English language and in ink or other indelible form, properly dated, showing month, day
3 and year, and shall be kept on file by the employer for at least three years at the place of
4 employment or at a central location within the State of California. An employee’s records
5 shall be available for inspection by the employee upon reasonable request.”

6 109. During the relevant time period, Plaintiffs sent Defendants reasonable written
7 requests for documents and records relating to their employment with Defendants. During the
8 relevant time period, Defendants failed to produce for inspection and copying or otherwise
9 permit inspection and copying of documents and records relating to Plaintiffs’ employment.
10 For example, on October 4, 2024, Plaintiff Lewis sent a written request to Defendants via
11 FedEx overnight mail. On October 7, 2024, FedEx confirmed Defendants received Plaintiff
12 Lewis’s written request for records. On November 6, 2024, Plaintiff Lewis sent a second
13 written request to Defendants via FedEx overnight mail. On November 7, 2024, FedEx
14 confirmed Defendants received Plaintiff Lewis’s second written request for records. On
15 December 27, 2024, Plaintiff Lewis sent a third written request to Defendants via FedEx
16 overnight mail. On December 30, 2024, FedEx confirmed Defendants received Plaintiff
17 Lewis’s third written request for records. To date, Defendants failed to respond to Ms.
18 Lewis’s written request for records.

19 110. As another example, on November 22, 2024, Plaintiff Turner sent a written
20 request to Defendants via FedEx overnight mail. On November 25, 2024, FedEx confirmed
21 Defendants received Plaintiff Turner’s written request for records. On December 27, 2024,
22 Plaintiff Turner sent a second written request to Defendants via FedEx overnight mail. On
23 December 30, 2024, FedEx confirmed Defendants received Plaintiff Turner’s second written
24 request for records. To date, Defendants have failed to respond to Plaintiff Turner’s written
25 requests for records. Thus, Defendants have failed to comply with the reasonable written
26 requests for documentation and records relating to Plaintiffs’ employment within the statutory
27 time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and the
28 applicable IWC Wage Order.

111. Plaintiffs and class members are therefore entitled to recover statutory penalties of \$750 per employee, injunctive relief, and attorneys' fees and costs, pursuant to California Labor Code sections 226(f) and (h) and/or 1198.5 (k) and (l).

SEVENTH CAUSE OF ACTION

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

112. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

113. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiffs and those class members no longer employed by Defendants upon their termination.

114. At all times relevant herein set forth, 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.

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

116. Defendants' failure to pay Plaintiffs 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

1 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the
2 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
3 thirty (30) day maximum pursuant to California Labor Code section 203.

4 **EIGHTH CAUSE OF ACTION**

5 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
6 **Employment**

7 **(Against all Defendants)**

8 117. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 118. This cause of action is dependent upon, and wholly derivative of, the overtime
11 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
12 not timely paid to Plaintiffs and class members during their employment.

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

18 120. At all times relevant herein, Labor Code section 204 provides that all wages
19 earned by any person in any employment between the sixteenth (16th) and the last day,
20 inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
22 month.

23 121. At all times relevant herein, Labor Code section 204 provides that all wages
24 earned for labor in excess of the normal work period shall be paid no later than the payday for
25 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
26 204 provides that the requirements of this section are deemed satisfied by the payment of
27 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
28 seven (7) calendar days following the close of the payroll period.

122. During the relevant time period, Defendants willfully failed to pay Plaintiffs and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

123. Defendants' failure to pay Plaintiffs and class members all wages due violates Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

NINTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A)—Failure to Provide Reporting Time Pay

(Against all Defendants)

124. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

125. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

126. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11040(5)(A), provides that “[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of

proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

127. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because Defendants failed to pay Plaintiff Turner and class members reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day’s work.

128. Defendants had a company-wide practice of sending Plaintiff Turner and class members home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff Turner and class members for half of their usual or scheduled shift. For example, when scheduled to work a shift of eight (8) hours, Defendants’ managers sent Plaintiff Turner home within one (1) hour after the start of her shift. Although Plaintiff Turner and class members reported to work based on the schedule that was provided to them, Defendants would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, Defendants did not pay Plaintiff Turner and class members for at least half of their scheduled day’s work or the minimum reporting time pay.

129. Accordingly, Plaintiff Turner and class members were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A). Plaintiff Turner and class members are therefore entitled to recover from Defendants unpaid wages and interest.

TENTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

130. Plaintiffs incorporate and re-allege as if fully stated herein each and every allegation set forth above.

131. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is

1 to prevent employers from passing off their cost of doing business and operating expenses on
2 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
3 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
4 tools or equipment are required by the employer or are necessary to the performance of a job,
5 such tools and equipment shall be provided and maintained by the employer, except that an
6 employee whose wages are at least two (2) times the minimum wage provided herein may be
7 required to provide and maintain hand tools and equipment customarily required by the trade
8 or craft.”

9 132. First, during the relevant time period, Defendants had a company-wide policy
10 of requiring Plaintiff Turner and class members to utilize their own personal vehicles to carry
11 out company business, but failed to reimburse them for all costs of travel, including mileage.
12 Specifically, Defendants required Plaintiff Turner and class members to travel to distant
13 jobsites and assignments, but did not reimburse them for all travel expenses. For example,
14 Defendants required Plaintiff Turner to drive her personal vehicle 40-50 miles from her home
15 in Adelanto, California to jobsites in Riverside and San Bernardino, California. Although
16 Defendants required Plaintiff Turner and class members to utilize their own vehicles to carry
17 out their work-related responsibilities, Defendants did not reimburse them for all of their
18 travel expenses.

19 133. Second, during the relevant time period, Defendants, on a company-wide basis,
20 required that Plaintiff Turner and class members use their own personal mobile devices,
21 including, but not limited to, cellular phones, and/or mobile data to carry out their job duties,
22 but failed to reimburse them for the costs of their work-related mobile device expenses. For
23 example, Plaintiff Turner used her personal cellular phone to communicate with Defendants’
24 main office in Ontario, California regarding work-related matters. Although Defendants
25 required Plaintiff Turner and class members to utilize their personal mobile devices and/or
26 mobile data to carry out their work-related responsibilities, Defendants failed to reimburse
27 them for this cost.

28 134. Third, during the relevant time period, Defendants, on a company-wide basis,

1 required that Plaintiffs and class members purchase supplies, tools, and/or equipment
2 necessary for the performance of their duties, but failed to reimburse them for their out-of-
3 pocket costs. For example, Plaintiff Turner spent approximately \$25 on supplies such as
4 notepads, highlighters, pens, and a stapler, and Plaintiff Lewis spent approximately \$189 for
5 steel-toed safety boots because Defendants failed to provide them with the necessary supplies,
6 tools, and/or equipment needed to complete their assigned duties. Although Defendants
7 required Plaintiffs and class members to purchase supplies to carry out their work-related
8 responsibilities, Defendants failed to reimburse them for their out-of-pocket costs.

9 135. Defendants could have provided Plaintiffs and class members with the actual
10 equipment for use on the job, such as company vehicles, company mobile devices, and
11 supplies, tools, and/or equipment. Or, Defendants could have reimbursed employees for the
12 costs of their mileage and travel expenses, mobile device usage, and supplies, tools, and/or
13 equipment. Instead, Defendants passed these operating costs onto Plaintiffs and class
14 members. At all relevant times, Plaintiffs did not earn at least two (2) times the minimum
15 wage.

16 136. Defendants' company-wide policy and/or practice of passing not reimbursing
17 employees for expenses necessarily incurred and on their operating costs to Plaintiffs and
18 class members violates California Labor Code section 2802. Defendants have intentionally
19 and willfully failed to reimburse Plaintiffs and class members for necessary business-related
20 expenses and costs.

21 137. Pursuant to California Labor Code section 2802, Plaintiffs and class members
22 are entitled to recover from Defendants their business-related expenses incurred during the
23 course and scope of their employment, plus interest, costs, and attorneys' fees.

24 **ELEVENTH CAUSE OF ACTION**

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

26 **(Against all Defendants)**

27 138. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
28 and every allegation set forth above.

1 139. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover
2 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
3 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
4 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to
5 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
6 including sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12,
7 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403.

8 140. Defendants’ conduct, as alleged herein, violates numerous sections of the
9 California Labor Code, including, but not limited to, the following:

- 10 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
11 Wage Order for Defendants’ failure to compensate Plaintiffs and other
12 aggrieved employees with all required overtime pay, as alleged herein;
- 13 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
14 1198, and the applicable IWC Wage Order for Defendants’ failure to
15 compensate Plaintiffs and other aggrieved employees with at least
16 minimum wages for all hours worked, as alleged herein;
- 17 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
18 applicable IWC Wage Order for Defendants’ failure to provide
19 Plaintiffs and other aggrieved employees with meal periods, as alleged
20 herein;
- 21 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
22 applicable IWC Wage Order for Defendants’ failure to authorize and
23 permit Plaintiffs and other aggrieved employees to take rest periods, as
24 alleged herein;
- 25 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
26 IWC Wage Order for failure to provide accurate and complete wage
27 statements to Plaintiffs and other aggrieved employees, as alleged
28 herein;

- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC Wage Order for failure to produce copies or allow inspection of Plaintiffs' and other aggrieved employees' own personnel and other employment records, including copies of instruments signed, upon written request within the statutory time limits, as alleged herein;
- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (i) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (j) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiff Turner and other aggrieved employees were put to work for less than half of their usual or scheduled shifts, as alleged herein;
- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs and other aggrieved employees for all business expenses necessarily incurred, as alleged herein;
- (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiffs' and other aggrieved employees' employment with Defendants, as set forth below; and
- (m) Violation of Labor Code sections 6401 and 6403 for failure to provide Plaintiff Lewis and other aggrieved employees with safety devices and safeguards for the workplace, as set forth below.

141. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their

1 employment relationship at the time of hiring, and to ensure that employees are given written
2 and timely notice of any changes to basic information material to their employment. Codified
3 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
4 time of hiring, an employer must provide written notice to employees containing basic and
5 material payroll information, including, among other things, the rate(s) of pay and basis
6 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
7 including any rates for overtime, the regular payday designated by the employer, and any
8 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
9 Code § 2810.5(a)(1)(A)-(C).

10 142. On information and belief, Defendants failed, on a company-wide basis, to
11 provide written notice to Plaintiffs and other aggrieved employees that lists the requisite
12 information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to
13 provide Plaintiffs and other aggrieved employees with written notice of basic information
14 regarding their employment with Defendants is in violation of California Labor Code section
15 2810.5.

16 143. Defendants' failure to provide Plaintiffs and other aggrieved employees with
17 written notice of basic information regarding their employment with Defendants is in violation
18 of Labor Code section 2810.5. Plaintiffs and other aggrieved employees are therefore entitled
19 to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

20 144. At all relevant times herein, California Labor Code section 6401 provides that
21 employers must furnish and use safety devices and safeguards, and adopt and use practices,
22 means, methods, operations, and processes which are reasonably adequate to render the
23 employment and place of employment safe and healthy. California Labor Code Section 6401
24 further provides that an employer must do everything reasonably necessary to protect the life,
25 safety, and health of their employees. California Labor Code section 6403(a) requires that
26 employers provide and use safety devices and safeguards reasonably adequate to render the
27 employment and place of employment safe.

28 145. During the relevant time period, Defendants failed to provide Plaintiff Lewis

1 and other aggrieved employees with personal protective equipment, such as steel-toed safety
2 boots, to keep them safe in the workplace. Despite the fact that Defendants required Plaintiff
3 Lewis and other aggrieved employees to wear certain personal protective equipment,
4 including steel-toed safety boots, while engaged in their work-related duties, Defendants
5 failed to provide such reasonably necessary equipment to Plaintiff Lewis and other aggrieved
6 employees to keep them safe.

7 146. Defendants' failure to provide Plaintiff Lewis and other aggrieved employees
8 with safety devices and safeguards for the workplace violates California Labor Code sections
9 6401 and 6403. Plaintiff Lewis and other aggrieved employees are therefore entitled to
10 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

11 **TWELFTH CAUSE OF ACTION**

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

13 **Unlawful Business Practices**

14 **(Against all Defendants)**

15 147. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
16 and every allegation set forth above.

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

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

25 150. Defendants' activities, as alleged herein, are violations of California law, and
26 constitute unlawful business acts and practices in violation of California Business &
27 Professions Code sections 17200, *et seq.*

28 151. A violation of California Business & Professions Code sections 17200, *et seq.*

1 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
2 policies and practices have violated state law in at least the following respects:

- 3 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
4 class members, to work overtime without paying them proper
5 compensation in violation of California Labor Code sections 510 and
6 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (b) Failing to pay at least minimum wage to Plaintiffs and class members in
8 violation of California Labor Code sections 1182.12, 1194, 1197,
9 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
10 herein;
- 11 (c) Failing to provide all meal periods to Plaintiffs and class members in
12 violation of California Labor Code sections 226.7, 512(a), 516, and
13 1198, and the applicable IWC Wage Order, as alleged herein;
- 14 (d) Failing to authorize and permit Plaintiffs and class members to take all
15 rest periods in violation of California Labor Code sections 226.7, 516,
16 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 17 (e) Failing to provide Plaintiffs and class members with accurate wage
18 statements and failing to maintain accurate payroll records in violation
19 of California Labor Code sections 226(a), 1174(d), and 1198, and the
20 applicable IWC Wage Order, as alleged herein;
- 21 (f) Failing to produce copies or allow inspection of Plaintiffs' and class
22 members' own personnel and other employment records, including
23 copies of instruments signed, upon written request within the statutory
24 time limits, in violation of California Labor Code sections 226(b)-(c),
25 432, 1198, and 1198.5, and the applicable IWC Wage Order, as alleged
26 herein;
- 27 (g) Failing to timely pay all earned wages to Plaintiffs and class members in
28 violation of California Labor Code sections 204, as alleged herein; and

- 1 (h) Failing to pay reporting time pay to Plaintiff Turner and class members
2 in violation of California Labor Code section 1198 and the applicable
3 IWC Wage Order, as alleged herein;
- 4 (i) Failing to reimburse Plaintiffs and class members for all business
5 expenses necessarily incurred in violation of California Labor Code
6 section 2802, as alleged herein;
- 7 (j) Failing to provide written notice of information material to Plaintiffs'
8 and class members' employment with Defendants in violation of
9 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below;
10 and
- 11 (k) Failing to provide Plaintiff Lewis and class members with safety
12 devices and safeguards, such as personal protective equipment, in
13 violation of California Labor Code sections 6401 and 6403, as set forth
14 below.

15 152. At all relevant times herein, California's Wage Theft Prevention Act was
16 enacted to ensure that employers provide employees with basic information material to their
17 employment relationship at the time of hiring, and to ensure that employees are given written
18 and timely notice of any changes to basic information material to their employment. Codified
19 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
20 time of hiring, an employer must provide written notice to employees containing basic and
21 material payroll information, including, among other things, the rate(s) of pay and basis
22 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
23 including any rates for overtime, the regular payday designated by the employer, and any
24 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
25 Code § 2810.5(a)(1)(A)-(C).

26 153. At all relevant times, on information and belief, Defendants failed, on a
27 company-wide basis, to provide written notice to Plaintiffs and class members that lists the
28 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure

1 to provide Plaintiffs and class members with written notice of basic information regarding
2 their employment with Defendants is in violation of California Labor Code section 2810.5.

3 154. At all relevant times herein, California Labor Code section 6401 provides that
4 employers must furnish and use safety devices and safeguards, and adopt and use practices,
5 means, methods, operations, and processes which are reasonably adequate to render the
6 employment and place of employment safe and healthy. California Labor Code Section 6401
7 further provides that an employer must do everything reasonably necessary to protect the life,
8 safety, and health of their employees. California Labor Code section 6403(a) requires that
9 employers provide and use safety devices and safeguards reasonably adequate to render the
10 employment and place of employment safe.

11 155. During the relevant time period, Defendants failed to provide Plaintiff Lewis
12 and class members with personal protective equipment, such as steel-toed safety boots, to
13 keep them safe in the workplace. Despite the fact that Defendants required Plaintiff Lewis
14 and class members to wear certain personal protective equipment, including steel-toed safety
15 boots, while engaged in their work-related duties, Defendants failed to provide such
16 reasonably necessary equipment to Plaintiff Lewis and class members to keep them safe.
17 Thus, Defendants' failure to provide Plaintiff Lewis and class members with safety devices
18 and safeguards for the workplace violates California Labor Code sections 6401 and 6403.

19 156. As a result of the violations of California law herein described, Defendants
20 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
21 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
22 herein.

23 157. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiffs and class members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years prior to the filing of the initial
26 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
27 Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of
28 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

1 **THIRTEENTH CAUSE OF ACTION**

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

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 158. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 159. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 160. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered
12 injuries in fact and have lost money as a result of Defendants’ unfair business practices.
13 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 161. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiffs and class members all meal and rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiffs and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 162. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 163. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiffs request a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs
16 reserve the right to amend their prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;
20 4. That counsel for Plaintiffs be appointed as class counsel.

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

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

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

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

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

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

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

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

9 11. For general unpaid wages and such general and special damages as may be
10 appropriate;

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

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

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

16 15. For such other and further relief as the Court may deem equitable and
17 appropriate.

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

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

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

25 18. For all actual, consequential, and incidental losses and damages, according to
26 proof;

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

28 20. For pre-judgment interest on any unpaid meal period premiums from the date

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

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and class members to take all rest periods;

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

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

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

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

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

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

As to the Fifth Cause of Action

30. 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 Plaintiffs and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

- 8 36. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 226(b)-(c), 432, 1198, and 1198.5 and the applicable IWC Wage Order
10 by failing to produce for inspection and copying or otherwise permit inspection and copying
11 of records relating to Plaintiffs' employment with Defendants;
12 37. For statutory penalties pursuant to California Labor Code section 226(f) and
13 1198.5 (k);
14 38. For general and special damages as may be appropriate;
15 39. For injunctive relief pursuant to California Labor Code section 226(h) and
16 1198.5(l) including, but not limited to, an order requiring Defendants to produce for inspection
17 and copying or otherwise permit inspection and copying of records relating to Plaintiffs'
18 employment with Defendants as soon as reasonably practical;
19 40. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code section 226(h) and 1198.5(l); and
21 41. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Seventh Cause of Action**

- 24 42. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
26 meal and rest period premiums, and/or reporting time pay owed at the time of termination of
27 the employment of Plaintiffs and other terminated class members;
28 43. For all actual, consequential and incidental losses and damages, according to

1 proof;

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

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

6 46. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 47. For such other and further relief as the Court may deem equitable and
9 appropriate.

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

11 48. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members
13 overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay
14 during their employment;

15 49. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 50. For statutory penalties according to proof pursuant to California Labor Code
18 section 210;

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

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

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

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

26 54. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A) by
28 failing to provide Plaintiff Turner and class members with reporting time pay;

1 55. For all actual, consequential and incidental losses and damages, according to
2 proof;

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

5 57. For such other and further relief as the Court may deem equitable and
6 appropriate.

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

8 58. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
10 related expenses and costs incurred by Plaintiffs and class members;

11 59. For unpaid business-related expenses and such general and special damages as
12 may be appropriate;

13 60. For pre-judgment interest on any unpaid business-related expenses from the
14 date such amounts were due pursuant to California Labor Code section 2802(b), or as
15 otherwise provided by law;

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

18 62. For attorneys' fees and costs pursuant to California Labor Code section
19 2802(c), or as otherwise provided by law; and

20 63. For such other and further relief as the Court may deem equitable and
21 appropriate.

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

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

statements and maintain accurate payroll records); 226(b)-(c), 432, 1198, and 1198.5 (by failing to produce copies or allow inspection of records and instruments signed); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); 2810.5 (by failing to provide notice of material terms of employment); and 6401 and 6403 (by failing to provide safety devices and safeguards);

65. For civil penalties pursuant to the California Labor Code sections 210, 226(f), 226.3, 256, 558, 1174.5, 1197.1, 1198.5(k), and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403;

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

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

As to the Twelfth Cause of Action

68. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing to produce copies or allow inspection of records and instruments signed, failing to timely pay Plaintiffs and class members all earned wages during employment, failing to pay Plaintiff Turner and class members reporting time pay, failing to reimburse Plaintiffs and class members for business-related expenses, failing to provide written notice of material terms of employment, and failing to provide safety devices and safeguards, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

69. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

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

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

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

As to the Thirteenth Cause of Action

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

74. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiffs and class members and prejudgment interest from the day such amounts were due and payable;

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

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

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

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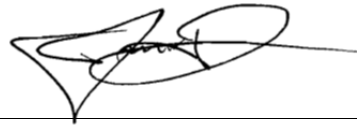
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1 78. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: March 6, 2025

Respectfully submitted,

Capstone Law APC

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7 

By: _____

8 Robert Drexler
9 Jonathan Lee
10 Robert Myong

11 Attorneys for Plaintiffs Shamiya Lewis and
12 Latorsha Turner
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EXHIBIT “1”

SAIRAH BUDHWANI
310.712.8154 Direct
Sairah.Budhwani@capstonelawyers.com

December 23, 2024

VIA ONLINE SUBMISSION

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

Subject: *Shamiya Lewis, et al. v. PSMG, Inc.*

Dear PAGA Administrator:

This office represents Shamiya Lewis in connection with her claims under the California Labor Code. Ms. Lewis was an employee of PSMG, INC. ("PSMG").

The employer may be contacted directly at the address below:

PSMG, INC.
3303 HARBOR BLVD, SUITE A103
COSTA MESA, CA 92626

Ms. Lewis 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"). Ms. Lewis seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PSMG 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.

PSMG employed Ms. Lewis as an hourly paid, non-exempt employee at one of its client's sites, Amcan Beverages (located at 1201 Commerce Boulevard, American Canyon, California 94503). Ms. Lewis worked as a Security Guard from approximately July 2023 to July 2024. During her employment, Ms. Lewis typically worked eight (8) hours or more per day and five (5) days or more per week. At the time her employment ended, Ms. Lewis was compensated approximately \$21.45 per hour. Her primary job duties included, without limitation, verifying appointment times for deliveries, checking in trucks, and controlling truck entry and exit gates.

PSMG has committed each of the following Labor Code violations against Ms. Lewis, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

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

PSMG, INC. is a California corporation. PSMG is a private security company that provides services for industrial, commercial, and residential properties. Upon information and belief, PSMG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Costa Mesa, California, for all non-exempt, hourly paid employees working for PSMG in California, including Ms. Lewis and other aggrieved employees. At all relevant times, PSMG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Lewis and other aggrieved employees, regardless of their location or position.

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

PSMG willfully failed to pay all overtime wages owed to Ms. Lewis and other aggrieved employees. During the relevant time period, Ms. Lewis 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 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.

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

First, during the relevant time period, PSMG had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Lewis and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. PSMG's company-wide policy and/or practice is to require employees to fill out handwritten timesheets each day and to submit them to management for review and approval. When completing these handwritten timesheets, PSMG's management instructed Ms. Lewis and other aggrieved employees to record only their scheduled shift start- and end-times, instead of their actual hours worked. Alternatively, on information and belief, PSMG's supervisors rounded clock-in and clock-out times to the nearest hour, half-hour, or quarter-hour to limit the time for which employees were eligible to be compensated. PSMG's rounding policy resulted in the failure to compensate Ms. Lewis and other aggrieved employees fully for all hours worked, causing Ms. Lewis and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. To the extent PSMG's timekeeping practices took away time worked that was eligible for overtime, Ms. Lewis and other aggrieved employees were denied overtime pay for all hours worked.

For example, Ms. Lewis was required to report to her assigned jobsite approximately 10-15 minutes prior to her scheduled shift-start time for every shift. As another example, because of PSMG's company-wide policy and/or practice of providing their clients with continuous monitoring of jobsites, Ms. Lewis was required to wait for the employee working the next shift to arrive at the jobsite so she could leave for the day. However, due to PSMG's restriction on overtime, she was told she could not remain clocked in and record this time spent working after her scheduled shift end-time. As a result, about two (2) to three (3) times per week, when other employees were running late, Ms. Lewis clocked out at her scheduled shift-end time but had to wait approximately ten (10) minutes off-the-clock to be relieved. Furthermore, PSMG's management would call Ms. Lewis on her day off once per week to discuss work-related matters such as delivery truck appointments and procedures, time for which she was not paid.

Second, PSMG had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including providing continuous jobsite monitoring. PSMG's policies and/or practices resulted in a failure to provide Ms. Lewis and other aggrieved employees with adequate meal period coverage, and thus, Ms. Lewis and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, PSMG systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its jobsites, whereby only one employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. PSMG also had a practice of failing to schedule meal periods at all, which further caused Ms. Lewis and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Lewis' meal periods were interrupted and/or cut short about twice per week due to the high volume of trucks that she was responsible for checking in. For the same reasons, she sometimes had to work through her meal periods. Thus, Ms. Lewis and other aggrieved employees worked through their meal periods in order to complete their assigned workloads.

Third, because PSMG frowned upon employees accruing meal period penalties, PSMG's management pressured Ms. Lewis and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline, even when they did not receive a compliant meal period. For example, when Ms. Lewis was too busy with her workload to take a compliant meal period, her manager told her to record a compliant meal period on her handwritten timesheet regardless, and verbally warned her if she did not do so. Thus, PSMG did not record all hours

worked during meal periods, and Ms. Lewis and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, PSMG maintained a company-wide on-premises meal period policy, which mandated that Ms. Lewis and other aggrieved employees remain on their clients' jobsite premises during their unpaid meal periods. Because Ms. Lewis and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, PSMG maintained control over Ms. Lewis and other aggrieved employees during their unpaid meal periods.

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

PSMG's failure to pay Ms. Lewis 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. Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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. 4-2001 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, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, during the relevant time period, as a result of PSMG's company-wide policies and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours instead of hours actually worked, PSMG failed to pay Ms. Lewis and other aggrieved employees for work performed outside their scheduled shifts, including, but not limited to, reporting to work early, waiting for other employees to arrive for their shifts, and fielding calls from management during off-hours. Moreover, due to PSMG's policy of rounding Ms. Lewis' and other aggrieved employees' clock-in and clock-out times in its timekeeping system to the nearest hour, half-hour, or quarter-hour, PSMG failed to compensate Ms. Lewis and other aggrieved employees fully for all hours worked.

Second, due to PSMG's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads, requiring employees to remain on the jobsite premises during meal periods, and failing to schedule meal periods, Ms. Lewis and other aggrieved employees were prevented 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.

Third, as stated above, on information and belief, during the relevant time period, in order to limit meal penalties that PSMG would otherwise owe, PSMG's management pressured Ms. Lewis and other aggrieved employees to clock out for meal periods, on threat of discipline, even when they did not receive a compliant meal period. Thus, PSMG systematically failed to pay Ms. Lewis and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

PSMG did not pay at least minimum wages for all hours worked by Ms. Lewis and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, PSMG 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, PSMG regularly failed to pay at least minimum wages to Ms. Lewis 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. Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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 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, PSMG had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing jobsites while assigning heavy workloads, including providing continuous jobsite monitoring, which has resulted in a lack of meal period coverage and prevented Ms. Lewis and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, PSMG had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Lewis and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Lewis' meal periods were interrupted and/or cut short about once or twice per week

due to her workload. For the same reasons, she missed some of her meal periods, and often had to take her meal periods late, after the fifth hour of work.

Second, as stated, on information and belief, in order to limit meal penalties that PSMG would otherwise owe, PSMG's management pressured Ms. Lewis and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline. For example, as stated above, PSMG's management pressured Ms. Lewis to submit timesheets reflecting compliant meal periods even on shifts when she had not, in fact, received these timely, uninterrupted meal periods.

Third, as also stated, during the relevant time period, PSMG maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Lewis and other aggrieved employees remain on the work premises during meal periods. Because Ms. Lewis and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, PSMG maintained control over Ms. Lewis and other aggrieved employees during meal periods. Ms. Lewis 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.

PSMG knew or should have known that as a result of its company-wide policies and/or practices, Ms. Lewis and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. PSMG further knew or should have known that it did not pay Ms. Lewis and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that PSMG's rounding policy reported that Ms. Lewis and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Ms. Lewis and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Moreover, PSMG engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Lewis and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, PSMG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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, PSMG regularly failed to authorize and permit Ms. Lewis 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, PSMG’s company-wide practices, including understaffing/single-staffing and assigning heavy workloads, prevented Ms. Lewis and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, PSMG failed to schedule rest periods, which, coupled with PSMG’s failure to provide adequate rest period coverage, further led to Ms. Lewis and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, PSMG maintained a company-wide on-premises rest period policy, which mandated that Ms. Lewis and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Lewis and 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, PSMG maintained control over Ms. Lewis and other aggrieved employees during rest periods.

As a result of PSMG’s practices and policies, Ms. Lewis 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, Ms. Lewis had to forgo her rest periods about two (2) to three (3) times per week due to the heavy workload and lack of rest period coverage.

PSMG also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Lewis and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, PSMG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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(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. PSMG has not provided Ms. Lewis and other aggrieved employees with properly itemized wage statements. 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, PSMG has knowingly and intentionally provided Ms. Lewis and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PSMG issued uniform wage statements to Ms. Lewis 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, PSMG violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PSMG did not record the time Ms. Lewis and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PSMG did not list the correct amount of gross wages and net wages earned by Ms. Lewis and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PSMG failed to accurately list the total number of hours worked by Ms. Lewis 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). During the relevant time period, and in violation of Labor Code section 1174(d), PSMG willfully failed to maintain accurate payroll records for Ms. Lewis 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 and improperly rounding Ms. Lewis’ and other aggrieved employees’ total hours 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, PSMG 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 Ms. Lewis and other aggrieved employees, in violation of section 1198.

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

Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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 §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee’s request. California Labor Code section 226(f) states “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.” California Labor Code section 226(h) states “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

California Labor Code section 432 states “[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.” California Labor Code section 433 states “[a]ny person violating this article is guilty of a misdemeanor.”

California Labor Code section 1198.5 requires that an employer provide a copy of an employee’s personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney’s fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 4-2001, subdivision 7(A), provides “[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.” IWC Wage Order No. 4-2001, subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

During the relevant time period, Ms. Lewis sent PSMG a reasonable written request for documents and records relating to her employment with PSMG. During the relevant time period, PSMG failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Ms. Lewis’ employment. For example, on October 4, 2024, Ms. Lewis sent a written request to PSMG via FedEx overnight mail. On October 7, 2024, FedEx confirmed PSMG received Ms. Lewis’ written request for records. On November 6, 2024, Ms. Lewis sent a second written request to PSMG via FedEx overnight mail. On November 7, 2024, FedEx confirmed PSMG received Ms. Lewis’ second written request for records. To date, PSMG has failed to respond to Ms. Lewis’ written request for records. Thus, PSMG has failed to comply with the reasonable written requests for documents and records relating to Ms. Lewis’ employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC Wage Order.

Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), 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, PSMG failed to pay Ms. Lewis and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code sections 204.

Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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.

During the relevant time period, PSMG willfully failed to pay Ms. Lewis and other aggrieved employees who are no longer employed by PSMG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PSMG's employ.

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, PSMG on a company-wide basis, required that Ms. Lewis and other aggrieved employees purchase supplies, tools, and/or equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Lewis spent approximately \$189 on steel-toed safety boots because PSMG failed to provide her with the necessary equipment needed to complete her assigned duties. Although PSMG required Ms. Lewis and other aggrieved employees to purchase supplies and/or equipment to carry out their work-related responsibilities, PSMG failed to reimburse them for their out-of-pocket costs.

PSMG could have provided Ms. Lewis and other aggrieved employees with the actual equipment for use on the job, such as supplies and equipment; or, PSMG could have reimbursed employees for the

costs of their supply and equipment expenses. Instead, PSMG passed these operating costs onto Ms. Lewis and other aggrieved employees. At all relevant times, Ms. Lewis did not earn at least two (2) times the minimum wage.

Thus, PSMG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, PSMG failed to provide Ms. Lewis and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PSMG's failure to provide Ms. Lewis and other aggrieved employees with written notice of basic information regarding their employment with PSMG is in violation of Labor Code section 2810.5.

Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 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." PSMG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Lewis' and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Lewis seeks the remedies set forth in Labor Code section 558 for herself, 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, Ms. Lewis, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PSMG for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Lewis 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:

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

Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is written in a cursive, flowing style.

Sairah Budhwani

Copy: PSMG, INC. (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

December 24, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/310>)

Subject: *Shamiya Lewis, et al. v. PSMG, Inc.*
LWDA Case No. LWDA-CM- 1069087-24 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Shamiya Lewis in connection with her claims under the California Labor Code. Ms. Lewis was an employee of PSMG, INC. ("PSMG").

We previously provided notice of Ms. Lewis' claims to the California Labor and Workforce Development Agency ("LWDA") on December 23, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Lewis' prior LWDA notice and adds an additional claim.

The employer may be contacted directly at the address below:

PSMG, INC.
3303 HARBOR BLVD, SUITE A103
COSTA MESA, CA 92626

Ms. Lewis 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"). Ms. Lewis seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PSMG 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.

PSMG employed Ms. Lewis as an hourly paid, non-exempt employee at one of its client's sites, Amcan Beverages (located at 1201 Commerce Boulevard, American Canyon, California 94503). Ms. Lewis worked as a Security Guard from approximately July 2023 to July 2024. During her employment, Ms. Lewis typically worked eight (8) hours or more per day and five (5) days or more per week. At the time her employment ended, Ms. Lewis was compensated approximately \$21.45

per hour. Her primary job duties included, without limitation, verifying appointment times for deliveries, checking in trucks, and controlling truck entry and exit gates.

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

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, PSMG failed to provide Ms. Lewis and other aggrieved employees with personal protective equipment, such as steel-toed safety boots, to keep them safe in the workplace. Despite the fact that PSMG required Ms. Lewis and other aggrieved employees to wear certain personal protective equipment, including steel-toed safety boots, while engaged in their work-related duties, PSMG failed to provide such reasonably necessary equipment to Ms. Lewis and other aggrieved employees to keep them safe.

PSMG’S failure to provide Ms. Lewis and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Ms. Lewis and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with Labor Code sections 6401 and 6403, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, Ms. Lewis, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PSMG for violations of California Labor Code sections 6401 and 6403.

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

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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

Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: PSMG, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2265 1264

PSMG, INC.
3303 HARBOR BLVD,
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COSTA MESA, CA 92626

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3303 HARBOR BLVD,
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COSTA MESA, CA 92626



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EXHIBIT “2”



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

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

December 23, 2024

VIA ONLINE SUBMISSION

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

Subject: *Latorsha Turner, et al. v. PSMG, Inc.*

Dear PAGA Administrator:

This office represents Latorsha Turner in connection with her claims under the California Labor Code. Ms. Turner was an employee of PSMG, INC. ("PSMG").

The employer may be contacted directly at the address below:

PSMG, INC.
3303 HARBOR BLVD, SUITE A103
COSTA MESA, CA 92626

Ms. Turner 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"). Ms. Turner seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PSMG 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.

PSMG employed Ms. Turner as an hourly paid, non-exempt employee at various jobsites in California. Ms. Turner worked as a Security Guard from approximately January 2021 to September 2024. During her employment, Ms. Turner typically worked eight (8) hours or more per day and five (5) days or more per week. At the time her employment ended, Ms. Turner was compensated approximately \$17.50 per hour. Her primary job duties included, without limitation, patrolling premises, checking in and opening gates for visitors and deliveries, and monitoring surroundings.

PSMG has committed each of the following Labor Code violations against Ms. Turner, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

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

PSMG, INC. is a California corporation. PSMG is a private security company that provides services for industrial, commercial, and residential properties. Upon information and belief, PSMG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Costa Mesa, California, for all non-exempt, hourly paid employees working for PSMG in California, including Ms. Turner and other aggrieved employees. At all relevant times, PSMG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Turner and other aggrieved employees, regardless of their location or position.

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

PSMG willfully failed to pay all overtime wages owed to Ms. Turner and other aggrieved employees. During the relevant time period, Ms. Turner 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 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.

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

First, during the relevant time period, PSMG had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Turner and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. On information and belief, PSMG's supervisors rounded clock-in and clock-out times to the nearest hour, half-hour, or quarter-hour to limit the time for which employees were eligible to be compensated. PSMG's rounding policy resulted in the failure to compensate Ms. Turner and other aggrieved employees fully for all hours worked, causing Ms. Turner and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. To the extent PSMG's timekeeping practices took away time worked that was eligible for overtime, Ms. Turner and other aggrieved employees were denied overtime pay for all hours worked.

Additionally, during the relevant time period, PSMG required Ms. Turner and other aggrieved employees to travel to distant jobsites, but did not compensate them for their time spent traveling to and from these locations. For example, PSMG sometimes required Ms. Turner to drive for approximately one (1) to two (2) hours one-way from her home in Adelanto, California, to various jobsites, including, but not limited to, those in Riverside, California and San Bernardino, California. As an additional example, PSMG's managers sometimes required Ms. Turner to clock out from her jobsite, drive to another jobsite about 20-30 minutes away, and clock in only once she arrived. As a result, Ms. Turner was not paid for any time spent traveling to, from, or between distant jobsites. Thus, Ms. Turner and other aggrieved employees were not compensated for all travel time, despite being under the direction and control of PSMG.

Second, PSMG had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including providing continuous jobsite monitoring. PSMG's policies and/or practices resulted in a failure to provide Ms. Turner and other aggrieved employees with adequate meal period coverage, and thus, Ms. Turner and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, PSMG systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its jobsites, whereby only one employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. PSMG also had a practice of failing to schedule meal periods at all, which further caused Ms. Turner and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Turner regularly missed her meal periods or had them interrupted and cut short due to the lack of coverage and heavy workload. Thus, Ms. Turner and other aggrieved employees worked through their meal periods in order to complete their assigned workloads.

Third, because PSMG frowned upon employees accruing meal period penalties, PSMG's management pressured Ms. Turner and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline, even when they did not receive a compliant meal period. For example, PSMG's management would not accept Ms. Turner's handwritten timesheets if they did not reflect compliant meal periods, even if she had been too busy with her workload in order to take a compliant meal period. Thus, PSMG did not record all hours worked during meal periods, and Ms. Turner and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, PSMG maintained a company-wide on-premises meal period policy, which mandated that Ms. Turner and other aggrieved employees remain on their clients' jobsite premises during their unpaid meal periods. Because Ms. Turner and other aggrieved employees were restricted from

leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, PSMG maintained control over Ms. Turner and other aggrieved employees during their unpaid meal periods.

Moreover, PSMG had, and continues to have, a company-wide policy and/or practice of requiring that Ms. Turner and other aggrieved employees carry and respond to their company-issued radios and/or personal mobile devices at all times, including during unpaid meal periods. For example, PSMG's management regularly contacted Ms. Turner on her company-issued radio and personal cellular phone during meal periods to discuss work-related matters. PSMG did not pay Ms. Turner and other aggrieved employees for the time she continued to perform tasks during meal periods.

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

PSMG's failure to pay Ms. Turner 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. Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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. 4-2001 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, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, during the relevant time period, as a result of PSMG's company-wide policies and/or practice of limiting overtime accrual, PSMG failed to pay Ms. Turner and other aggrieved employees for work performed outside their scheduled shifts. As stated, on information and belief, due to PSMG's policy of rounding Ms. Turner's and other aggrieved employees' clock-in and clock-out times in its timekeeping system to the nearest hour, half-hour, or quarter-hour, PSMG failed to compensate Ms. Turner and other aggrieved employees fully for all hours worked. Additionally, as stated, PSMG required Ms. Turner and other aggrieved employees to travel to distant jobsites and assignments or would require them to travel to multiple jobsites in a day, but they were not allowed to clock in until arriving at the assigned jobsite for the start of their scheduled shifts and/or were required to clock out before driving to their next assigned jobsite, and thus were not paid for any time spent traveling to, from, or between the jobsites.

Second, due to PSMG's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads, requiring employees to remain on the jobsite premises during meal periods, requiring employees to carry a company-issued radio and/or personal mobile devices to respond to calls from the main office and coworkers at all times, and failing to schedule meal periods, Ms. Turner and other aggrieved employees were prevented 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.

Third, as stated above, on information and belief, during the relevant time period, in order to limit meal penalties that PSMG would otherwise owe, PSMG's management pressured Ms. Turner and other aggrieved employees to clock out for meal periods, on threat of discipline, even when they did not receive a compliant meal period. Thus, PSMG systematically failed to pay Ms. Turner and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

PSMG did not pay at least minimum wages for all hours worked by Ms. Turner and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, PSMG 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, PSMG regularly failed to pay at least minimum wages to Ms. Turner 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. Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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 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, PSMG had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing jobsites while assigning heavy

workloads, including providing continuous jobsite monitoring, which has resulted in a lack of meal period coverage and prevented Ms. Turner and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, PSMG had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Turner and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Turner regularly missed her meal periods and/or had to take them late due to the lack of coverage and heavy workload. Moreover, as stated, PSMG had a company-wide policy and/or practice of requiring that Ms. Turner and class members carry a company-issued radio and/or a personal mobile device to respond to requests from the main office and coworkers at all times, including during meal periods. For example, Ms. Turner's meal periods were interrupted and cut short numerous times by communications over the phone and the radio.

Second, as stated, on information and belief, in order to limit meal penalties that PSMG would otherwise owe, PSMG's management pressured Ms. Turner and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline. For example, as stated above, PSMG's management pressured Ms. Turner to submit timesheets reflecting compliant meal periods even on shifts when she had not, in fact, received these timely, uninterrupted meal periods.

Third, as also stated, during the relevant time period, PSMG maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Turner and other aggrieved employees remain on the work premises during meal periods. Because Ms. Turner and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, PSMG maintained control over Ms. Turner and other aggrieved employees during meal periods.

Fourth, PSMG did not provide Ms. Turner and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During the relevant time period, Ms. Turner worked shifts in excess of 10 hours in one day and did not take a second meal period during those shifts. Ms. Turner 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.

PSMG knew or should have known that as a result of its company-wide policies and/or practices, Ms. Turner and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. PSMG further knew or should have known that it did not pay Ms. Turner and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that PSMG's rounding policy reported that Ms. Turner and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Ms. Turner and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Moreover, PSMG engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Turner and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, PSMG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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, PSMG regularly failed to authorize and permit Ms. Turner 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, PSMG's company-wide practices, including understaffing/single-staffing and assigning heavy workloads, and their requirement that Ms. Turner and class members carry a company-issued radio and/or personal mobile device at all times, including during rest periods, prevented Ms. Turner and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, PSMG failed to schedule rest periods, which, coupled with PSMG's failure to provide adequate rest period coverage, further led to Ms. Turner and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, PSMG maintained a company-wide on-premises rest period policy, which mandated that Ms. Turner and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Turner and 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, PSMG maintained control over Ms. Turner and other aggrieved employees during rest periods.

As a result of PSMG's practices and policies, Ms. Turner 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, Ms. Turner had to forgo her rest periods altogether due to the heavy workload and lack of rest period coverage.

PSMG also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Turner and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, PSMG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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(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. PSMG has not provided Ms. Turner and other aggrieved employees with properly itemized wage statements. 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, PSMG has knowingly and intentionally provided Ms. Turner and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PSMG issued uniform wage statements to Ms. Turner 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, PSMG violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PSMG did not record the time Ms. Turner and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PSMG did not list the correct amount of gross wages and net wages earned by Ms. Turner and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PSMG failed to accurately list the total number of hours worked by Ms. Turner 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). During the relevant time period, and in violation of Labor Code section 1174(d), PSMG willfully failed to maintain accurate payroll records for Ms. Turner 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 and improperly rounding Ms. Turner’s and other aggrieved employees’ total hours 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, PSMG 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 Ms. Turner and other aggrieved employees, in violation of section 1198. Furthermore, in light of PSMG’s failure to provide Ms. Turner and other aggrieved employees with second 30-minute meal periods to which they were entitled, PSMG kept no records of meal start and end times for second meal periods.

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

Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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 §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee’s request. California Labor Code section 226(f) states “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a

seven-hundred-fifty-dollar (\$750) penalty from the employer.” California Labor Code section 226(h) states “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

California Labor Code section 432 states “[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.” California Labor Code section 433 states “[a]ny person violating this article is guilty of a misdemeanor.”

California Labor Code section 1198.5 requires that an employer provide a copy of an employee’s personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney’s fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 4-2001, subdivision 7(A), provides “[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.” IWC Wage Order No. 4-2001, subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

During the relevant time period, Ms. Turner sent PSMG a reasonable written request for documents and records relating to her employment with PSMG. During the relevant time period, PSMG failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Ms. Turner’s employment. For example, on November 22, 2024, Ms. Turner sent a written request to PSMG via FedEx overnight mail. On November 25, 2024, FedEx confirmed PSMG received Ms. Turner’s written request for records. To date, PSMG has failed to respond to Ms. Turner’s written request for records. Thus, PSMG has failed to comply with the reasonable written requests for documents and records relating to Ms. Turner’s employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC Wage Order.

Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), 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, PSMG failed to pay Ms. Turner and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code sections 204.

Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG 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.

During the relevant time period, PSMG willfully failed to pay Ms. Turner and other aggrieved employees who are no longer employed by PSMG all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving PSMG's employ.

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall

be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, PSMG violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because PSMG failed to pay Ms. Turner and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day’s work.

PSMG had a company-wide practice of sending Ms. Turner and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Turner and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work a shift of eight (8) hours, PSMG’s managers sent Ms. Turner home within one (1) hour after the start of her shift. Although Ms. Turner and other aggrieved employees would report to work based on the schedule that PSMG provided to them, PSMG would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Ms. Turner and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5A). Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, PSMG had a company-wide policy of requiring Ms. Turner and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Specifically, PSMG required

Ms. Turner and other aggrieved employees to travel to distant jobsites and assignments, but did not reimburse them for all travel expenses. For example, PSMG required Ms. Turner to drive her personal vehicle 40-50 miles from her home in Adelanto, California to jobsites in Riverside and San Bernardino, California. Although PSMG required Ms. Turner and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, PSMG did not reimburse them for all of their travel expenses.

Second, during the relevant time period, PSMG, on a company-wide basis, required that Ms. Turner and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Turner used her personal cellular phone to communicate with PSMG's main office in Ontario, California regarding work-related matters. Although PSMG required Ms. Turner and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PSMG failed to reimburse them for this cost.

Third, during the relevant time period, PSMG on a company-wide basis, required that Ms. Turner and other aggrieved employees purchase supplies, tools, and/or equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Turner spent approximately \$25 on supplies such as notepads, highlighters, pens, and a stapler. Although PSMG required Ms. Turner and other aggrieved employees to purchase supplies and/or equipment to carry out their work-related responsibilities, PSMG failed to reimburse them for their out-of-pocket costs.

PSMG could have provided Ms. Turner and other aggrieved employees with the actual equipment for use on the job, such as company vehicles, company mobile devices, and supplies, tools, and/or equipment. Or, PSMG could have reimbursed employees for the costs of their mileage and travel expenses, mobile device usage, and supplies, tools, and/or equipment. Instead, PSMG passed these operating costs onto Ms. Turner and other aggrieved employees. At all relevant times, Ms. Turner did not earn at least two (2) times the minimum wage.

Thus, PSMG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must

also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, PSMG failed to provide Ms. Turner and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PSMG's failure to provide Ms. Turner and other aggrieved employees with written notice of basic information regarding their employment with PSMG is in violation of Labor Code section 2810.5.

Ms. Turner and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PSMG into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 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." PSMG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Turner's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Turner seeks the remedies set forth in Labor Code section 558 for herself, 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, Ms. Turner, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PSMG for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Turner 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:

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

Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is written in a cursive, flowing style with a small dot at the end.

Sairah Budhwani

Copy: PSMG, INC. (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

PSMG, INC.
3303 Harbor Blvd.
Suite A103
Costa Mesa, CA 92626



9590 9402 7420 2055 5430 58

2. Article Number (Transfer from service label)

7021 1970 0001 9028 3152

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

III Restricted Delivery

Domestic Return Receipt

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Costa Mesa, CA 92626

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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- Print your name and address on the reverse

PSMG, INC.
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Suite A103
Costa Mesa, CA 92626



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2. Article Number (Transfer from service label)

7021 1970 0001 9028 3152

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

All Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **March 6, 2025**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

David Shaver
Mary Trinnaman
Law Offices of Bunt & Shaver
801 North Parkcenter Drive, Suite 103
Santa Ana, CA 92705-3526

Attorneys for Defendants
PSMG, INC.

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **March 6, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature