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FILED

MAR 11 2025

CLERK OF THE SUPERIOR COURT
BY: J. FORESTER, DEPUTY CLERK

Attorneys for Plaintiff CHRISTOPHER LAURENCE, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

CHRISTOPHER LAURENCE, on behalf of
himself and all other Aggrieved Employees,

Plaintiff,

v.

HOLT OF CALIFORNIA, a California
corporation; and DOES 1- 50, Inclusive,

Defendants,

Case No.

207217

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (PAGA)

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1 Plaintiff, CHRISTOPHER LAURENCE, (“Plaintiff”), as a representative of the State of
2 California and the Labor and Workforce Development Agency (LWDA), and on behalf of himself
3 and other current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendant and employer, HOLT OF CALIFORNIA (“Defendant”), violated
9 numerous wage and hour laws with respect to Plaintiff and other Aggrieved Employees by failing
10 to provide, for example: accurate and itemized wages statements, payment for all hours worked
11 (including regular wages and overtime), failure to provide a minimum wage, lawful meal periods,
12 lawful rest periods, timely payment during employment, failure to reimburse for expenses
13 incurred during the course and scope of employment, and payment upon separation of
14 employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff, CHRISTOPHER LAURENCE (hereinafter, “Plaintiff”) is, and at all
18 times herein mentioned was, a resident of California, residing in Shasta County.

19 4. Aggrieved Employees are all former and/or current non-exempt employees
20 holding various positions and employed by Defendant within California during the relevant time
21 period who were subject to at least one or more Labor Code violations set forth in the PAGA
22 Notice dated December 18, 2024 and attached hereto as **Exhibit A** (“Aggrieved Employees”) and
23 incorporated herein by reference.

24 **The Defendant**

25 5. Defendant HOLT OF CALIFORNIA (hereinafter, “Defendant” or “HOLT OF
26 CA”), is a California corporation doing business in California, and at all relevant times mentioned
27 herein, existing, doing business and employing individuals in the County of Shasta, State of
28 California. Plaintiff is informed and believes that HOLT OF CA operates at least one location in

Shasta County located at 4855 Caterpillar Road, Redding, California 96003.

6. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and/or working conditions.

7. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those Defendants named DOES 1-50, acted in concert with one another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and each of them, including those Defendants named as DOES 1-50, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing Plaintiff harm.

1 10. Whenever and wherever reference is made in this Complaint to any act or failure
2 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
3 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

4 **JURISDICTION AND VENUE**

5 11. Venue is proper in Shasta County because Defendants either maintain its locations
6 and/or transacts business in this county, the obligations and liability primarily arise in this county,
7 and work was primarily performed by Plaintiff and other Aggrieved Employees in this county.

8 12. The California Superior Court has jurisdiction over this matter. PAGA penalties
9 cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal.
10 Further, there is no federal question at issue as the issues herein are based solely on California
11 statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare
12 Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

13 **GENERAL ALLEGATIONS**

14 13. Defendant is in the business of leasing heavy machinery for construction.
15 Defendant employed Plaintiff and Aggrieved Employees in California during the relevant PAGA
16 period. Aggrieved Employees are all former and/or current non-exempt employees holding
17 various positions and employed by Defendants within California during the relevant time period
18 who were subject to at least one or more Labor Code violations set forth in the PAGA Notice
19 dated December 18, 2024 and attached hereto as **Exhibit A**

20 14. Plaintiff was employed by Defendants as a technician from approximately January
21 31, 2024 to about May 8, 2024. Plaintiff's primary duties include evaluating forklifts in disrepair,
22 diagnosing mechanical problems, ordering machinery parts, installing parts, preparing work
23 orders, and driving company trucks.

24 15. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
25 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not
26 paid for minimum wage or overtime pay for all compensable time worked, including off-the-
27 clock work. Plaintiff is informed and believes, and thereon alleges, that Defendants required
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1 Plaintiff and Aggrieved Employees to work off-the-clock such as driving without clocking in and
2 out. Plaintiff and Aggrieved Employees were not compensated for this off-the-clock work.

3 16. Plaintiff and Aggrieved Employees were also not paid their correct overtime
4 wages at their correct regular rate of pay because Defendants failed to factor non-discretionary
5 bonuses and compensation into Plaintiff and Aggrieved Employees' regular rate of pay for
6 purposes of calculating overtime.

7 17. Plaintiff and Aggrieved Employees were subject to not having all of their
8 compensable work time recorded. Not all of Plaintiff and Aggrieved Employees' compensable
9 work time spent under the control of Defendants was accounted for and compensated.
10 Specifically, Plaintiff is informed and believes that Defendants (1) adjusted clock in and clock
11 out times to the disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-
12 in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their
13 respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees
14 worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and
15 Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or
16 requiring them to return to work before the end of their thirty-minute meal periods but prohibiting
17 them from clocking back in until the legally required thirty-minute mark.
18

19 18. Based on information and belief, Plaintiff believes he and Aggrieved Employees
20 were also not being reimbursed for all necessary expenses incurred in the performance of their
21 job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, to use their
22 personal cellular telephones to communicate with colleagues and supervisors in the course of
23 performing their respective duties but failed to reimburse them for use of the personal cellular
24 devices nor the consumption of their personal data plan. Plaintiff also used his own personal tools
25 for work-related purposes that were not reimbursed by Defendants. Plaintiff's personal tools were
26 stolen from company truck for which Defendants failed to reimburse.

27 19. Defendants failed to authorize and permit all required meal and rest periods for
28 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants maintained

1 unlawful meal/rest period policies and practices. For instance, Plaintiff's meal and rest breaks
2 were often interrupted because Plaintiff's supervisors and dispatchers would call him throughout
3 the day for work purposes. In order to curtail labor costs, Defendants regularly did not staff
4 enough employees to provide sufficient coverage to maintain their business operations so Plaintiff
5 and Aggrieved Employees could not both complete their assigned daily duties and take complete,
6 timely and uninterrupted meal and rest breaks. Defendants prioritized completion of daily duties
7 and customer satisfaction ahead of meal and rest period compliance. Defendants failed to provide
8 Plaintiff and Aggrieved Employees with an additional hour of premium pay at the regular rate of
9 pay for each meal/rest period violation, as required by Labor Code section 226.7.

10
11 20. As a result of the violations described above, Plaintiff and Aggrieved Employees
12 experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff
13 and Aggrieved Employees accurate itemized wage statements in writing in compliance with
14 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all
15 wages owed at the time employment with Defendant had ended.

16
17 21. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
18 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
19 departments, divisions, commissions, boards, agencies or employees for violation of the code
20 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
21 behalf of himself and other current or former employees pursuant to the procedures specified in
22 Labor Code section 2699.3.

23
24 22. For all provisions of the Labor Code except those for which a civil penalty is
25 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
26 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
27 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
28 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

23. Defendants' conduct during the PAGA period with respect to Plaintiff and
Aggrieved Employees violates numerous Labor Code sections as detailed herein.

1 24. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and
2 hour violations under the California Labor Code and IWC Wage Orders.

3 25. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
4 Employees who were subject to the employment policies described herein, in whole or in part,
5 and therefore suffered at least one or more of the violations set forth herein.

6 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
8 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
9 were not receiving all wages earned for work that was required to be performed. In violation of
10 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved
11 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved
12 Employees all earned minimum, regular, and/or overtime compensation.

13 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
14 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
15 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
16 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
17 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
18 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff
19 and Aggrieved Employees for late meal periods. As a result of Defendants' unlawful policy and
20 practice, Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one
21 (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they
22 did not receive a timely, uninterrupted 30 minute off-duty meal period.

23 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
24 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
25 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
26 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
27 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
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1 of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff
2 and Aggrieved Employees for each rest periods were not provided or was interrupted. As a result
3 of Defendant's unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive
4 all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
5 Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-
6 duty rest period.

7 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
9 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
10 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
11 time periods, upon separation of employment.

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
14 wage statements that accurately showed their actual hours worked, total hours worked, number
15 of hours worked at each hourly rate, gross and net wages earned, and correct employer
16 information in accordance with California law. As a result of the wage violations specified above,
17 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with
18 accurate itemized wage statements that accurately reported their gross and net wages earned, total
19 hours worked, each applicable rate of pay in effect during the pay period with the corresponding
20 number of hours worked, and the address of the legal entity that is the employer, among other
21 things.

22 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Defendants were required to maintain accurate records of the hours
24 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
25 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
26 off-the-clock and/or unfair rounding practices, among other things.

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1 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
2 of each work period. The authorized rest period time shall be based on the total hours worked
3 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

4 44. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to
5 take rest periods and mandated by the Wage Order.

6 45. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
7 one additional hour of pay at the employee’s regular rate of compensation for each workday that
8 the meal or rest or recovery period is not provided.”

9 46. Defendants failed to pay Plaintiff and Aggrieved Employees who were not
10 provided rest periods one hour of pay at their regular rate of pay.

11 **Third Violation**

12 **(Failure to Provide Complete and Accurate Wage Statements,**
13 **in Violation of Labor Code Section 226)**

14 47. Under California Labor Code §226(a), an employer is legally obligated to provide
15 its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement
16 in writing...”

17 48. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
18 for Defendant’s Labor Code violations alleged herein, as well as attorney’s fees and costs, under
19 Labor Code § 2699.

20 **Fourth Violation**

21 **(Failure to Pay Minimum Wages)**

22 49. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,
23 payment to an employee of less than the applicable minimum wage for all hours worked in a
24 payroll period is unlawful.

25 50. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
26 for Defendants’ Labor Code violations alleged herein, as well as attorney’s fees and costs, under
27 Labor Code § 2699.
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1 **Fifth Violation**

2 **(Failure to Pay Overtime Wages)**

3 51. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an
4 employer is required to compensate employees for all overtime, which is calculated at one and
5 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
6 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
7 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
8 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
9 any workweek.

10 52. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
11 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
12 Labor Code § 2699.

13 **Sixth Violation**

14 **(Failure to Timely Pay Wages During Employment)**

15 53. Pursuant to California Labor Code § 204, for all labor performed between the 1st
16 and 15th days of any calendar month, an employer is required to pay its employees between the
17 16th and 26th day of the month during which the labor was performed. California Labor Code §
18 204 also provides that for all labor performed between the 16th and 26th days of any calendar
19 month, Defendant was required to pay their employees between the 1st and 15th day of the
20 following calendar month. In addition, California Labor Code § 204 provides that all wages
21 earned for labor in excess of the normal work period shall be paid no later than the payday of the
22 next regular payroll period.

23 54. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
24 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
25 Labor Code § 2699.

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1 **Seventh Violation**

2 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

3 55. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
4 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
5 201 mandates that if an employer discharges an employee, the employee's wages accrued and
6 unpaid at the time of discharge are due and payable immediately.

7 56. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
8 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
9 Labor Code § 2699.

10 **Eighth Violation**

11 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

12 **(Against all Defendants and DOES 1 to 50, inclusive)**

13 57. Labor Code § 2802 provides that an employer shall indemnify his or her employee
14 for all necessary expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or her duties, or of his or her obedience to the directions of the employer.

16 58. Defendants failed to indemnify and reimburse Plaintiff for all necessary
17 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's
18 job duties.

19 59. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses
20 incurred as a result of discharging his or her duties, including interest.

21 60. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
22 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
23 Labor Code § 2699.

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PRAYER FOR RELIEF

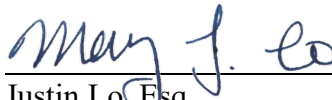
WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: March 10, 2025

WORK LAWYERS PC



Justin Lo, Esq.

May T. To, Esq.

Attorneys for Plaintiff CHRISTOPHER
LAURENCE and Aggrieved Employees

EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE December 18, 2024

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Labor and Workforce Development Agency ("LWDA")
PAGAFilings@dir.ca.gov

SUBJECT: CHRISTOPHER WAYNE LAURENCE v. HOLT OF CALIFORNIA
NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR
CODE §2699.3

To the LWDA and Employers:

This office represents CHRISTOPHER WAYNE LAURENCE ("Mr. Laurence," "Complainant" or "Employee") with respect to his claims against HOLT OF CALIFORNIA ("HOLT") for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employer by certified mail.

HOLT OF CALIFORNIA is a California corporation registered to conduct business in the State of California.

Employer employed Mr. Laurence from approximately January 9, 2024 to about May 13, 2024. During his employment with his Employer, Mr. Laurence was employed as a "mechanic/technician" at one of Employer's business located at 4855 Caterpillar Road, Redding, CA 96003.

Mr. Laurence intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA"). Mr. Laurence is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California, the LWDA, and all current and former non-exempt employees of any of the Employers working within California holding various positions who experienced one or more of the same violations as Mr. Laurence as set forth in this notice ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3.

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As detailed below, Employer violated various California's wage and hour laws during Complainant's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the applicable Industrial Welfare Commission Wage Orders ("IWC Wage Order"). The claims made on behalf of Complainant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Complainant and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Complainant and Aggrieved Employees were provided non-discretionary pay that was not incorporated in their regular rate of pay thus causing underpayment of wages and premium payments, including but not limited to rest and meal period premiums and overtime compensation.

First, Employer regularly required Complainant and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Complainant and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. In particular, Complainant and Aggrieved Employees were not compensated for "port to port" when they commute or travel from one job site to another. Complainant and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages.

Employer also failed to accurately record the actual time worked by Complainant and Aggrieved Employees including unlawful time rounding and off-the-clock work described herein. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime and double time to Complainant and Aggrieved Employees for all overtime and double time hours worked based on regular rates of pay correctly calculated to include all applicable remuneration and all compensable work time.

As a result of the foregoing practices, Employers have failed to pay Complainant and Aggrieved Employees all owed wages for all wages earned at the correct rates of pay, including minimum wages, straight time wages, overtime and double time compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers required Complainant and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted, full, and complete 30-minute meal periods. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted, full, and complete 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Complainant and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Complainant and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all non-exempt/hourly employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Complainant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employer's policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Accordingly, Employer violated of the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a) and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties of the applicable IWC Wage Order; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Complainant and Aggrieved Employees to take legally compliant 10-minute rest periods. Employer failed to provide Complainant and Aggrieved Employees any rest periods at all and/or required Complainant and Aggrieved Employees to work through rest periods. Complainant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Complainant and Aggrieved Employees were not provided with a second

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uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Complainant and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Complainant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Complainant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employer's policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Complainant and Aggrieved Employees did not receive one (1) extra hour of pay at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Complainant and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUTTING EMPLOYEES.

As to each pay period, Employer has failed to timely pay all wages earned because Complainant Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, double time compensation, straight time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 201(a), 202(a) and 203(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Complainant and Aggrieved Employees do not reflect the actual hours worked or all compensable time worked as the time worked was either not recorded, inaccurately recorded, and/or detrimentally rounded, the correct name and address of the legal employing entity, and the correct rates of pay. In addition, the wage statements failed to include all meal and rest period premiums. Accordingly, Employer violated California Labor Code section 226(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

As described above, Employer has failed to maintain accurate records relating to Complainant and Aggrieved Employees including their work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant the applicable IWC Wage Order; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Complainant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. Complainant and Aggrieved Employees were required to use their personal cellular telephones to communicate with fellow co-workers and supervisors regarding their job duties. Complainant and Aggrieved Employees were required to drive their personal vehicles to locations

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outside the usual scope of their place of employment without reimbursement to begin their overtime shift and/or other shifts. Complainant and Aggrieved Employees were required to purchase all necessary tools to perform maintenance on Employer's forklift and company trucks without full reimbursement.

Accordingly, Employer violated IWC Order and California Labor Code sections 2800 and 2802.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order; and attorneys' fees and costs.

9. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, ". . . whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employers failed to pay Complainant and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

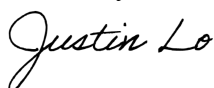
Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys' fees and costs.

10. FAILURE TO PAY SICK TIME

Pursuant to California Labor Code section 246(1), all sick pay must be paid at the regular rate of pay. Employer has failed to pay Complainant and Aggrieved Employees their sick pay at the correct rate of pay. Accordingly, Employers have violated California Labor Code section 246(1).

Complainant and Aggrieved Employees will therefore seek PAGA penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; relief under California Labor Code 248.5, and attorneys' fees and costs.

Sincerely,



JUSTIN LO ESQ.

Notice to Employers via Certified Mail

Holt of California

Agent for Service of Process

Todd Thompson

7310 Pacific Avenue

Pleasant Grove, CA 95668

Holt of California

Human Resources/Legal Dept.

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