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Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Commonwealth Equity Services, LLC
29 Sawyer Road
Waltham, MA 02453
(Via Certified Mail, Return Receipt Requested)
#

CSC - Lawyers Incorporating Service
Agent For Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, Ca
(Via Certified Mail, Return Receipt Requested)
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Re: **Paul Frutiger v. Commonwealth Equity Services, LLC, et al.**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Paul Frutiger ("Mr. Frutiger") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Mr. Frutiger's former employer, Commonwealth Equity Services, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive Employee) (collectively referred to as "Commonwealth"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Mr. Frutiger and potentially all of Commonwealth's Aggrieved Employees.

Mr. Frutiger wishes to pursue this action on behalf of Employees as an Aggrieved Employee, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Commonwealth in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Mr. Frutiger and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Frutiger's Employment with Commonwealth Equity Services, LLC

Commonwealth is a broker-dealer and investment advising company doing business as Commonwealth Financial Network. Mr. Frutiger worked as a Help Desk Specialist. Mr. Frutiger's primary job functions included providing technical and administrative support to customers and business partners. Mr. Frutiger was also in the training process where he was required to complete training modules and take notes on what he accomplished during those training modules.

In performing Mr. Frutiger's duties, Mr. Frutiger was regularly required to perform work (off-the-clock), without compensation, including but not limited to arriving to work early to prepare his notes for the day that he was unable to complete for the day before, as well as prepare his computer so that he was ready to answer customer calls as soon as his shift began. As will be discussed in more detail below, Mr. Frutiger was required to monitor his personal cell phone during meal and

rest periods for calls and text messages from manager Joan and was regularly interrupted during his meal periods by Joan. Mr. Frutiger's supervisor Joan and his coworkers called or texted him with work-related questions, requests, requests for updates, and work-related instructions. Specifically, he would respond to messages about whether he was in the building, if he was going to contact one of the trainers, if he took care of a ticket, and/or inform them where he was (in the restroom). If Mr. Frutiger did not respond right away, Joan would continue to call him until he responded.

Commonwealth failed to provide Mr. Frutiger and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Mr. Frutiger was expected to and did incur business-related expenses, including costs associated with the use of his personal cell phone for work-related purposes, but Commonwealth failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Mr. Frutiger asserts, which are described in more detail below.

Commonwealth own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Commonwealth's business in California, Commonwealth is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Frutiger is a resident of San Diego, California who worked for Commonwealth in San Diego County, California as an hourly-paid, non-exempt employee from approximately March 2026 to approximately May 2026.

During Mr. Frutiger's employment for Commonwealth, Commonwealth paid Mr. Frutiger an hourly wage and classified Mr. Frutiger as non-exempt from overtime. Commonwealth typically scheduled Mr. Frutiger to work at least five days in a workweek and at least eight hours per day, but Mr. Frutiger also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Mr. Frutiger's employment, Commonwealth failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Mr. Frutiger with legally compliant meal periods, failed to authorize and permit Mr. Frutiger to take rest periods, failed to timely pay all final wages to Mr. Frutiger when Commonwealth terminated Mr. Frutiger's employment, failed to furnish accurate wage statements to Mr. Frutiger, and failed to indemnify Mr. Frutiger for business expenditures. As discussed below, Mr. Frutiger's experience working for Commonwealth was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that Employee in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that Employee in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Commonwealth failed to pay Mr. Frutiger and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Commonwealth required Mr. Frutiger and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Mr. Frutiger and the Aggrieved Employees to perform work during uncompensated meal periods and requiring Mr. Frutiger and the Aggrieved Employees to perform work before clocking in and/or after clocking out.

By way of example, Mr. Frutiger was required to get to work early to prepare for his shift. Specifically, as part of Mr. Frutiger’s day-to-day, he was required to go through training modules and take notes on them and provide those notes to the trainer so show what he had accomplished in the modules. These notes had to be submitted to the trainer, so Mr. Frutiger would get to work early before his scheduled shift, to complete the notes to provide them to the trainer because there was often not enough time the day before to finish the notes. Additionally, Mr. Frutiger had to be call-ready as soon as his shift started, meaning he had to get in early to get his computer and notes ready for the day. Mr. Frutiger was reprimanded by Joan if he was not able to answer customer calls as soon as he clocked in. As such, he was required to perform off the clock work so that he was ready to answer calls as soon as he clocked in. As will be discussed more below, Mr. Frutiger was required to work during his meal and rest periods and was often not provided with California complaint breaks.

Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate Employees 1.5 times their regular rate of pay when Employees work over eight hours per day, 40 hours per week, or when Employees work up to eight hours on any seventh day of a workweek. Commonwealth failed to properly calculate Employee’s regular rate of pay when paying overtime, by failing to include all compensation in Employee’s overtime calculations. In failing to pay for all hours worked, Commonwealth also failed to maintain accurate records of the hours Mr. Frutiger and the Aggrieved Employees worked.

Throughout the statutory period, Commonwealth also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Commonwealth could and did track the exact time in minutes that Mr. Frutiger worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Commonwealth’ rounding policy, Mr. Frutiger consistently were not compensated at least minimum wage for all hours that Mr. Frutiger worked.

As a result, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve Mr. Frutiger of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow Mr. Frutiger to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, Employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Commonwealth wrongfully failed to provide Mr. Frutiger and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Commonwealth also continued to assert control over Mr. Frutiger and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Mr. Frutiger and the Aggrieved Employees

permission to take a meal period under the conditions required by law, and without properly compensating Mr. Frutiger and the Aggrieved Employees for meal periods that were not provided as required by law.

Specifically, Mr. Frutiger's supervisor Joan would approach him during his meal periods in the break room to ask him why he was not on a call with his trainer or ask how he was not signed in and active. It was clear that Mr. Frutiger was on his meal period, but Joan continued to interrupt him with work-related questions. Additionally, Mr. Frutiger was required to carry his personal cell phone with him at all times of the day including during his meal and alleged rest periods. Mr. Frutiger's supervisor Joan and his coworkers called or texted him with work-related questions, requests, requests for updates, and work-related instructions. Specifically, he would respond to messages about whether he was in the building, if he was going to contact one of the trainers, if he took care of a ticket, and/or inform them where he was (in the restroom). If Mr. Frutiger did not respond right away, Joan would continue to call him until he responded. As such, there was a policy and practice in place that employees were required to monitor their cell phones at all times during the workday, even during meal and rest periods.

Accordingly, Commonwealth failed to provide meal periods to Mr. Frutiger and the Aggrieved Employees in compliance with California law.

Mr. Frutiger and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Commonwealth, however, regularly failed to pay Mr. Frutiger and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Commonwealth was required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Commonwealth have wrongfully failed to authorize and permit Mr. Frutiger and the Aggrieved Employees to take legally compliant rest periods in a manner required by law. Commonwealth regularly required Mr. Frutiger and the Aggrieved Employees to work in excess of four consecutive hours a day without Commonwealth authorizing and permitting Mr. Frutiger to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Mr. Frutiger and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Commonwealth continued to assert control over Mr. Frutiger and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Mr. Frutiger and the Aggrieved Employees permission to take a rest period.

For example, Mr. Frutiger was often not provided with rest periods as he was not instructed to take a rest period and was not allotted time to take one. There were too many assigned tasks such as modules to complete and calls to make that had to be completed in a timely manner, not allowing time for rest periods. Mr. Frutiger was required to work several hours in a row and could not forego his responsibilities for a rest period. Mr. Frutiger was required to carry his personal cell phone

with him at all times of the day including during his meal and alleged rest periods. Mr. Frutiger's supervisor Joan and his coworkers called or texted him with work-related questions, requests, requests for updates, and work-related instructions. Specifically, he would respond to messages about whether he was in the building, if he was going to contact one of the trainers, if he took care of a ticket, and/or inform them where he was (in the restroom). If Mr. Frutiger did not respond right away, Joan would continue to call him until he responded. As such, there was a policy and practice in place that employees were required to monitor their cell phones at all times during the workday, even during meal and rest periods.

Accordingly, Commonwealth failed to authorize and permit Mr. Frutiger and the Aggrieved Employees to take rest periods in compliance with California law.

Mr. Frutiger and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Commonwealth, however, regularly failed to pay Mr. Frutiger and the Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Commonwealth's failure to pay Mr. Frutiger and the Aggrieved Employees for all wages as discussed above, Commonwealth also violated Labor Code § 204.

Labor Code § 204 requires employers to pay Mr. Frutiger all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, Mr. Frutiger was entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Commonwealth failed and refused to pay the Mr. Frutiger all wages due, and failed to pay those wages twice a month, in that Mr. Frutiger was not paid all wages for all meal periods not provided by Commonwealth, all wages for all rest periods not authorized and permitted by Commonwealth, and all wages for all hours worked.

As stated above, Mr. Frutiger's meal and rest periods were often not California compliant. Meals Mr. Frutiger's supervisor Joan would approach him during his meal periods in the break room to ask him why he was not on a call with his trainer or ask how he was not signed in and active. It was clear that Mr. Frutiger was on his meal period, but Joan continued to interrupt him with work-related questions. Additionally, Mr. Frutiger was required to carry his personal cell phone with him at all times of the day including during his meal and alleged rest periods. As a result, Commonwealth owe Mr. Frutiger the legally required wages for unpaid wages, and Mr. Frutiger and the Aggrieved Employees suffered damages in those amounts.

Moreover, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Mr. Frutiger seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time

records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Commonwealth, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Mr. Frutiger and the Aggrieved Employees. This is especially true because it was Mr. Frutiger's own manager that was interrupting his meal periods as stated above.

Commonwealth's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Mr. Frutiger and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Commonwealth's records. Therefore, Mr. Frutiger and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Commonwealth. As a direct result, Mr. Frutiger and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Commonwealth to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Commonwealth's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Mr. Frutiger and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Mr. Frutiger and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Commonwealth failed, and continue to fail to pay Mr. Frutiger and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Commonwealth's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Commonwealth also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Commonwealth's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages

of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Mr. Frutiger and the Aggrieved Employees are entitled to recover from Commonwealth their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employee an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Commonwealth failed to, and continue to fail to timely furnish Mr. Frutiger and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Commonwealth violated Labor Code § 226, Mr. Frutiger and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Mr. Frutiger and similarly Aggrieved Employees are entitled to recover from Commonwealth the greater of their actual damages caused by Commonwealth's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employee for all necessary business expenditures or losses that have been incurred by the employee in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action,

Commonwealth wrongfully required Mr. Frutiger and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Commonwealth. Mr. Frutiger and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses such as personal cell phone usage.

As stated above, Mr. Frutiger was required to use his personal cell phone for work-related purposes. Mr. Frutiger was required to communicate directly with his manager Joan regarding work-related questions, requests, requests for updates, and work-related instructions. Specifically, he would respond to messages about whether he was in the building, if he was going to contact one of the trainers, if he took care of a ticket, and/or inform them where he was (in the restroom). If Mr. Frutiger did not respond right away, Joan would continue to call him until he responded. Mr. Frutiger was not reimbursed for his usage despite being required to use his personal cell phone.

Mr. Frutiger and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Commonwealth, but Commonwealth failed to indemnify Mr. Frutiger and the Aggrieved Employees for these employment-related expenses. As a result, Commonwealth is liable to Mr. Frutiger and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Mr. Frutiger and the Aggrieved Employees for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Mr. Frutiger and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Commonwealth failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Mr. Frutiger and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Commonwealth failed and continue to fail to keep accurate and complete records showing total hours worked by Mr. Frutiger and Aggrieved Employees by virtue of Commonwealth’s time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Commonwealth failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of Commonwealth’s failure to relieve Mr. Frutiger and Aggrieved Employees of all duties and Commonwealth’s control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Commonwealth further failed, and continue to fail, to record the true start and end times of Mr. Frutiger’s and Aggrieved Employees’ meal periods.

Based on further information and belief, Commonwealth further failed and continue to fail, to record the true start and end times of Mr. Frutiger’s and Aggrieved Employees’ work shifts.

Additionally, Commonwealth failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Mr. Frutiger and Aggrieved Employees.

Commonwealth's failure to keep "accurate and complete" payroll records for Mr. Frutiger and Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Commonwealth to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees, results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, Mr. Frutiger alleges that Commonwealth violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code § 1174 by failing to keep accurate and complete payroll records.

Therefore, on behalf of potentially all Aggrieved Employees, Mr. Frutiger seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Mr. Frutiger has placed Commonwealth on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Gabriella Solé, Esq.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").