

OCT 24 2022

BY ADRIAN RAYLESS CIVIL DEPUTY

Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Molly DeSario (SBN 230763)
Molly.DeSario@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Liliana Hernandez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LILIANA HERNANDEZ, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

RANDSTAD INHOUSE SERVICES,
LLC, a Delaware limited liability
company; RANDSTAD US, LLC, a
Delaware limited liability company;
RANDSTAD NORTH AMERICA,
INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

BY FAX

1 Plaintiff Liliana Hernandez, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants at Target distribution centers in California
8 as a non-exempt, hourly paid employee and received at least one wage statement and against
9 whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor
10 Code or any provision regulating hours and days of work in the applicable Industrial Welfare
11 Commission (“IWC”) Wage Order were committed, as set forth in this complaint, at any time
12 between one year prior to the filing of the pre-filing written notice to the Labor and Workforce
13 Development Agency (“LWDA”) in this case on August 16, 2022, until judgment (“non-party
14 Aggrieved Employees”). Plaintiff’s share of civil penalties sought in this action does not
15 exceed \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Liliana Hernandez is a resident of Hesperia, in San Bernardino
11 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
12 from approximately September 2021 to February 2022. Plaintiff worked as a General
13 Warehouse Laborer for Defendants in the Target Distribution Center located in Rialto,
14 California from December 2021 to February 2022. Plaintiff typically worked ten (10) to
15 twelve (12) hours per day, and three (3) to four (4) days per week. At the time Plaintiff’s
16 employment with Defendants ended, she was compensated approximately \$21.50 per hour.
17 Plaintiff’s job duties included, without limitation, collecting, folding, packaging, and
18 unpackaging merchandise; cleaning debris; and breaking down and building pallets.

19 7. On information and belief, Defendants required some employees, including
20 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
21 employment. On further information and belief, Defendants’ arbitration agreement was and is
22 both procedurally and substantively unconscionable. Specifically, Defendants presented
23 employees with an “Agreement to Arbitrate” (“Arbitration Agreement”) during the
24 onboarding process, which had to be reviewed and acknowledged immediately. Specifically,
25 the Arbitration Agreement was one of several documents presented to new employees for
26 signature during the orientation process, including Acknowledgment and Authorization for
27 Background Check, Disclosure for Investigative Consumer Report/Third Party Reference
28 Checks, and Target Rialto Upstream guidebook, among other documents. Also, employees

1 did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement.
2 Rather, it was provided to Defendants' employees for them to sign on a take-it or leave-it
3 basis, along with all of the other on-boarding documents.

4 8. RANDSTAD INHOUSE SERVICES, LLC was and is, upon information and
5 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
6 employer whose employees are engaged throughout this county, the State of California.

7 9. RANDSTAD US, LLC was and is, upon information and belief, a Delaware
8 limited liability company, and at all times hereinafter mentioned, an employer whose
9 employees are engaged throughout this county, the State of California.

10 10. RANDSTAD NORTH AMERICA, INC. was and is, upon information and
11 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
12 employees are engaged throughout this county, the State of California.

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

17 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
18 were the partners, agents, owners, or managers of RANDSTAD INHOUSE SERVICES, LLC;
19 RANDSTAD US, LLC; and RANDSTAD NORTH AMERICA, INC., at all relevant times.

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

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

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

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

19 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
20 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
21 non-party Aggrieved Employees because Defendants have:

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

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

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

14 19. RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD US, LLC;
15 RANDSTAD NORTH AMERICA, INC.; and/or DOES 1 through 10 are therefore alter egos
16 of each other.

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

20 21. Plaintiff further alleges, upon information and belief, that the Defendants
21 RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD US, LLC; and RANDSTAD
22 NORTH AMERICA, INC. are alter egos of each other for the following reasons:

- 23 (a) According to "Statement of Information" forms filed with the California
24 Secretary of State, RANDSTAD INHOUSE SERVICES, LLC;
25 RANDSTAD US, LLC; and RANDSTAD NORTH AMERICA, INC.
26 share the same principal address, "3625 Cumberland Blvd, Suite 600,
27 Atlanta, GA 30339" and mailing address "150 Presidential Way,
28 Woburn, MA 01801";

- (b) According to “Statement of Information” forms filed with the California Secretary of State, RANDSTAD INHOUSE SERVICES, LLC and RANDSTAD US, LLC share the same California Office address, “2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833”;
- (c) According to “Statement of Information” forms filed with the California Secretary of State, RANDSTAD NORTH AMERICA, INC. serves as the manager and/or member of RANDSTAD INHOUSE SERVICES, LLC and RANDSTAD US, LLC;
- (d) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD US, LLC; and RANDSTAD NORTH AMERICA, INC. share the same agent for service of process, “CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC – LAWYERS INCORPORATING SERVICE”; and
- (e) On information and belief, RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD US, LLC; and RANDSTAD NORTH AMERICA, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

22. Defendants provide on-site staffing and management solutions for companies requiring large-volume workforces in various sectors, including fast-moving consumer goods, automotive, life sciences, contact centers, manufacturing and logistics, as well as the administrative and professionals segments. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Atlanta, Georgia, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping

1 policies and meal and rest period policies, to employees throughout California.

2 23. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 24. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their corporate headquarters in Atlanta, Georgia, which processes payroll for all
11 non-exempt, hourly paid employees working for Defendants at their various locations and
12 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
13 upon information and belief, Defendants issue the same formatted wage statements to all non-
14 exempt, hourly paid employees in California, irrespective of their work locations. Upon
15 information and belief, Defendants process payroll for departing employees in the same
16 manner throughout the State of California, regardless of the manner in which each employee's
17 employment ends.

18 25. Defendants continue to employ non-exempt or hourly paid employees in
19 California.

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

24 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
25 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
26 were not recorded.

27 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving certain
2 wages for overtime compensation.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that other non-party Aggrieved Employees were entitled to be paid at a
5 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
6 period premiums that included as eligible income all remuneration required by law, including
7 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
8 other forms of compensation, but failed to include all forms of remuneration in calculating the
9 regular rate of pay for other non-party Aggrieved Employees.

10 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive at least minimum wages for compensation and that they were not receiving at least
13 minimum wages for work that was required to be done off-the-clock. In violation of the
14 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
15 least minimum wages for work done off-the-clock.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
19 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
20 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
21 other non-party Aggrieved Employees were not provided with all meal periods or payment of
22 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
23 uninterrupted, thirty (30) minute meal period.

24 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
27 payment of one (1) additional hour of pay at their regular rates of pay when they were not
28 authorized and permitted to take a compliant rest period. In violation of the California Labor

1 Code, Plaintiff and/or other non-party Aggrieved Employees were not authorized and
2 permitted to take compliant rest periods, nor did Defendants provide Plaintiff and/or other
3 non-party Aggrieved Employees with payment of one (1) additional hour of pay at their
4 regular rates of pay when they were not authorized and permitted to take a compliant rest
5 period.

6 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive complete and accurate wage statements in accordance with California law. In
9 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
10 were not provided complete and accurate wage statements.

11 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that they had a duty to maintain accurate and complete payroll records in
13 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
14 and intentionally failed to do so.

15 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 timely payment of wages during their employment. In violation of the California Labor Code,
18 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
19 including, but not limited to, overtime wages, minimum wages, meal and rest period
20 premiums, and/or reporting time pay, within permissible time periods.

21 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 timely payment of all wages earned upon termination of employment. In violation of the
24 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
25 payment of all wages due, including, but not limited to, overtime wages, meal and rest period
26 premiums, and/or reporting time pay, within permissible time periods.

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 be paid reporting time pay when they reported to work for their usual or scheduled shift but
2 were put to work for less than half of the usual or scheduled shift. In violation of the
3 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved
4 Employees all reporting time pay due.

5 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that they had a duty to maintain, for Plaintiff and other non-party
7 Aggrieved Employees, a temperature in work areas that provided reasonable comfort
8 consistent with industry-wide standards for the nature of the process and the work performed,
9 and to take all feasible means to reduce excessive heat or humidity to a degree providing
10 reasonable comfort, but failed to do so.

11 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants knew or should have known that they had a duty to compensate
13 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
14 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
15 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
16 that they were properly denied wages, all in order to increase Defendants' profits.

17 40. At all times herein set forth, PAGA provides that any provision of law under
18 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
19 assessed and collected by the LWDA for violations of the California Labor Code and
20 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
21 civil action brought on behalf of themselves and other current or former employees pursuant
22 to procedures outlined in California Labor Code section 2699.3.

23 41. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
24 person who was employed by the alleged violator and against whom one or more of the
25 alleged violations was committed."

26 42. Plaintiff and other current and former employees of Defendants are "aggrieved
27 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
28 or former employees and one or more of the alleged violations were committed against them.

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

- 4 (a) The aggrieved employee shall give written notice by online filing
5 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
6 to the employer of the specific provisions of the California Labor Code
7 alleged to have been violated, including the facts and theories to support
8 the alleged violations.
- 9 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
10 2699.3(a) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
13 employer and the aggrieved employee by certified mail that it does not
14 intend to investigate the alleged violation within sixty (60) calendar
15 days of the postmark date of the Employee’s Notice. Upon receipt of
16 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
17 five (65) calendar days of the postmark date of the Employee’s Notice,
18 the aggrieved employee may commence a civil action pursuant to
19 California Labor Code section 2699 to recover civil penalties in addition
20 to any other penalties to which the employee may be entitled.

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

- 25 (a) The aggrieved employee or representative shall give written notice by
26 online filing to the LWDA and by certified mail to the employer of the
27 specific provisions of the California Labor Code alleged to have been
28 violated (other than those listed in Section 2699.5), including the facts

1 and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be
4 accompanied by a filing fee of seventy-five dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-three (33)
6 calendar days of the postmark date of the notice. The employer shall
7 give written notice by certified mail within that period of time to the
8 aggrieved employee or representative and the agency if the alleged
9 violation is cured, including a description of actions taken, and no civil
10 action pursuant to Section 2699 may commence. If the alleged violation
11 is not cured within the 33-day period, the employee may commence a
12 civil action pursuant to Section 2699.

13 45. On August 16, 2022, Plaintiff provided written notice by online filing to the
14 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
15 Code alleged to have been violated, including facts and theories to support the alleged
16 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
17 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
18 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
19 Plaintiff PAGA Case Number LWDA-CM-902211-22. A true and correct copy of Plaintiff's
20 written notice to the LWDA and Defendants dated August 16, 2022, is attached hereto as
21 "Exhibit 1."

22 46. As of the filing date of this complaint, over 65 days have passed since Plaintiff
23 sent the written notice described above, and the LWDA has not responded that it intends to
24 investigate Plaintiff's claims, and Defendants have not cured the violations.

25 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
27 violations of California Labor Code sections 201, 201.3, 202, 204, 226(a), 226.7, 510, 512(a),
28 516, 1174(d), 1182.12, 1194, 1197, and 1198.

1 48. Labor Code section 558(a) provides “[a]ny employer or other person acting on
2 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial Welfare
4 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
5 dollars (\$50) for each underpaid employee for each pay period for which the employee was
6 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
7 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
8 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
9 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
10 as a private attorney general, seeks assessment and collection of civil penalties under Labor
11 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
12 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
13 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
14 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
15 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
16 applicable IWC Wage Order.

17 49. Defendants, at all times relevant to this complaint, were employers or persons
18 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
19 Employees’ rights by violating various sections of the California Labor Code as set forth
20 above.

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

24 51. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
25 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
26 private attorney general, seeks assessment and collection of civil penalties for herself, all other
27 non-party Aggrieved Employees, and the State of California against Defendants for violations
28 of California Labor Code sections 201, 201.3, 202, 204, 226(a), 226.7, 510, 512(a), 516,

1 1174(d), 1182.12, 1194, 1197, and 1198.

2 **FIRST CAUSE OF ACTION**

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

4 **(Against all Defendants)**

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

7 53. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
8 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
9 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 201.3, 202, 204, 226(a),
10 226.7, 510, 512(a), 1174(d), 1194, 1197, and 1198. Labor Code section 2699.3(c) permits
11 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
12 Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

13 54. Defendants’ conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
16 Wage Order for Defendants’ failure to compensate Plaintiff and other
17 non-party Aggrieved Employees with all required overtime pay, as set
18 forth below;
- 19 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
20 applicable IWC Wage Order for Defendants’ failure to include all forms
21 of remuneration in the “regular rate” of pay as required by law for
22 purposes of paying overtime wages and/or meal, rest, and recovery
23 period premiums, to other non-party Aggrieved Employees, as set forth
24 below;
- 25 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
26 the applicable IWC Wage Order for Defendants’ failure to compensate
27 Plaintiff and other non-party Aggrieved Employees with at least
28 minimum wages for all hours worked, as set forth below;

- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and/or other non-party Aggrieved Employees to take rest periods, as set forth below;
- (f) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (h) Violation of Labor Code sections 201.3 and 204 for failure to pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code section 201, 201.3, and 202 for failure to pay all earned wages upon termination, as set forth below;
- (j) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiff and other non-party Aggrieved Employees were put to work for less than half of their regular scheduled shifts, as set forth below; and
- (k) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed by Plaintiff and other non-party Aggrieved Employees, and to take all feasible means to reduce

excessive heat or humidity to a degree providing reasonable comfort, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

55. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 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.”

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

57. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

58. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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.

59. 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

1 in a day on the seventh (7th) day of work.

2 60. During the relevant time period, Defendants willfully failed to pay all overtime
3 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
4 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
5 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
6 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
7 not recorded.

8 61. During the relevant time period, Defendants had a company-wide policy that
9 required their employees to be subject to their clients' loss prevention policies, which resulted
10 in Plaintiff and other non-party Aggrieved Employees undergoing mandatory security checks
11 when entering clients' premises, while off-the-clock. For example, Plaintiff was required to
12 wait up to 10 minutes off-the-clock for a security guard to perform a security check before she
13 was permitted to clock in for the start of her shift. Although Defendants' requirement that
14 Plaintiff and other non-party Aggrieved Employees undergo security checks was mandatory,
15 Defendants did not compensate them for the time they spent off-the-clock before shifts
16 waiting in line and undergoing these checks while under Defendants' control.

17 62. Further, during the relevant time period, Defendants failed to provide Plaintiff
18 and other non-party Aggrieved Employees with a sufficient number of timeclock machines to
19 use, thus exacerbating the amount of time Plaintiff and other non-party Aggrieved Employees
20 waited in line off-the-clock and under Defendants' control, time for which they were not paid.
21 For example, Plaintiff would report to work at the start of her scheduled shift, but would be
22 required to wait 5-10 minutes in a long line of employees to clock in (after already having
23 waited to undergo the mandatory security searches).

24 63. Moreover, on information and belief, Defendants had, and continue to have, a
25 company-wide policy and/or practice of understaffing their job sites. Defendants' continuous
26 understaffing, combined with the assignment of heavy workloads and productivity
27 expectations, resulted in a failure to provide other non-party Aggrieved Employees with
28 adequate meal period coverage to permit them to take compliant meal periods. Defendants

1 also failed to schedule meal periods, which further caused other non-party Aggrieved
2 Employees to not be relieved of their duties for compliant meal periods. As a result, other
3 non-party Aggrieved Employees missed meal periods and/or had meal periods cut short or
4 interrupted in order to handle their workloads.

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

13 65. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
14 correct overtime rate for the recorded overtime hours that they generated. In addition to an
15 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
16 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
17 California Labor Code, Defendants failed to incorporate all compensation, including incentive
18 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
19 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
20 times when other non-party Aggrieved Employees worked overtime and received these other
21 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
22 than required.

23 66. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
24 the balance of overtime compensation as required by California law, violates the provisions of
25 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
26 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
27 558 and/or 2699(a), (f), and (g).

28 //

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
5 to be paid to employees, and the payment of a wage less than the minimum so fixed is
6 unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 as “the time
7 during which an employee is subject to the control of an employer, and includes all the time
8 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code.
9 Regs. tit. 8, § 11090(2)(H) (defining “Hours Worked”).

10 68. As set forth above, during the relevant time period, Defendants had a company-
11 wide practice and/or policy of failing to pay Plaintiff and other non-party Aggrieved
12 Employees for actual hours worked, such as requiring Plaintiff and other non-party Aggrieved
13 Employees to undergo mandatory security checks off-the-clock and waiting in line to clock-in
14 at an inadequate number of timekeeping machines, because these hours were not recorded.
15 Additionally, as set forth above, on information and belief, due to Defendants’ uniform
16 practices of understaffing, assigning heavy workloads and productivity requirements, failing
17 to schedule meal periods, and the resulting lack of coverage, other non-party Aggrieved
18 Employees were impeded from taking all uninterrupted meal periods to which they were
19 entitled and were required to work off-the-clock.

20 69. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
21 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
22 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
23 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
24 1194, 1197, and 1198.

25 70. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
26 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
27 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
28 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

71. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

72. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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).

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

74. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, 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.

75. During the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing their job sites, assigning heavy workloads and productivity requirements, and failing to schedule meal periods, which resulted in a lack of meal period coverage and prevented Plaintiff and/or other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants did not provide Plaintiff and other non-party Aggrieved Employees

1 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
2 one day. For example, during her employment, Plaintiff often worked shifts in excess of ten
3 (10) hours or more per day, but was never provided with a second 30-minute meal period.
4 Instead, Defendants provided Plaintiff with a 20-minute third rest period in lieu of her second
5 meal period. Plaintiff and other non-party Aggrieved Employees did not sign valid meal
6 period waivers on days that they were entitled to meal periods and were not relieved of all
7 duties.

8 76. Moreover, Defendants had a company-wide policy of requiring all newly hired
9 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
10 the position that non-exempt, hourly paid employees had waived their rights to first and/or
11 second meal periods for the entirety of their employment and, on that basis, did not provide
12 them with all meal periods to which they were entitled. Furthermore, Defendants' meal
13 period waiver forms require employees to provide written notice should they wish to revoke
14 the waivers. Defendants' presumption that meal periods would not be provided for shifts in
15 excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but
16 less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of
17 hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded
18 Plaintiff and/or other non-party Aggrieved Employees from taking all meal periods to which
19 they were entitled. Indeed, although Plaintiff opted-out of Defendants' blanket meal period
20 waivers, whenever she missed her second period, on information and belief, Defendants
21 automatically marked in their time records that Plaintiff had waived the missed meal period in
22 order to avoid paying meal period penalties Defendants would otherwise owe.

23 77. At all times mentioned herein, Defendants knew or should have known that as a
24 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
25 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
26 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
27 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

28 78. Furthermore, Defendants engaged in a company-wide practice and/or policy of

1 not paying all meal period premiums owed when compliant meal periods are not provided.
2 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
3 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
4 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
5 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
6 Employees at the correct rate of pay for premiums because Defendants systematically failed to
7 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or
8 other forms of remuneration, in the regular rate of pay.

9 79. Defendants' conduct violates the applicable IWC Wage Order, and California
10 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
11 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
12 558 and/or 2699(a), (f), and (g).

13 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

14 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

15 80. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
17 non-party Aggrieved Employees' employment by Defendants.

18 81. At all relevant times, the applicable IWC Wage Order provides that "[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof" unless the total daily work time is less than three and one-half
23 (3 ½) hours.

24 82. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. To comply with its obligation to authorize and permit rest
27 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
28 employer must "relinquish any control over how employees spend their break time, and

1 relieve their employees of all duties—including the obligation that an employee remain on
2 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
3 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

4 83. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
6 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
7 required rest period was not authorized and permitted.

8 84. During the relevant time period, on information and belief, Defendants
9 regularly failed to authorize and permit other non-party Aggrieved Employees to take a ten
10 (10) minute rest period per each four (4) hour period worked or major fraction thereof. As
11 with meal periods, Defendants’ company-wide practices, including understaffing and
12 assigning heavy workloads and productivity requirements, prevented other non-party
13 Aggrieved Employees from being relieved of all duty to take rest periods.

14 85. Additionally, on information and belief, Defendants maintained and
15 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
16 and/or other non-party Aggrieved Employees remain on the work premises during their rest
17 periods. Because Plaintiff and/or other non-party Aggrieved Employees were restricted from
18 leaving the premises during rest periods, they were denied the ability to use their rest periods
19 freely for their own purposes, such as running personal errands. Thus, Defendants effectively
20 maintained control over Plaintiff and/or other non-party Aggrieved Employees during rest
21 periods.

22 86. Defendants have also engaged in a systematic, company-wide practice and/or
23 policy of not paying rest period premiums owed when rest periods are not authorized and
24 permitted. Because of this practice and/or policy, Plaintiff and/or other non-party Aggrieved
25 Employees have not received premium pay for all missed rest periods. Alternatively, to the
26 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
27 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
28 Employees at the correct rate of pay for premiums because Defendants failed to include all

1 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
2 of remuneration, in the regular rate of pay.

3 87. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7, 516, and 1198. Plaintiff and/or other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
8 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

14 89. During the relevant time period, Defendants have knowingly and intentionally
15 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
16 inaccurate wage statements. For example, Defendants issued uniform wage statements to
17 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
18 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
19 the pay period, including rates of pay for overtime wages and/or meal and rest period
20 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,
21 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

22 90. Because Defendants did not record the time Plaintiff and other non-party
23 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
24 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
25 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
26 Defendants failed to accurately list the total number of hours worked by Plaintiff and other
27 non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the
28 applicable hourly rates of pay in effect during the pay period and the corresponding accurate

1 number of hours worked at each hourly rate, in violation of section 226(a)(9).

2 91. Also, because Defendants did not calculate other non-party Aggrieved
3 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal
4 and rest period premiums, Defendants did not list the correct amount of gross wages in
5 compliance with section 226(a)(1). For the same reason, Defendants also failed to list the
6 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
7 correctly list all applicable hourly rates in effect during the pay period, namely, correct
8 overtime rates of pay, in violation of section 226(a)(9).

9 92. The wage statement deficiencies also include, among other things, failing to list
10 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
11 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
12 for which aggrieved employees were paid; failing to list the name of the employee and only
13 the last four digits of his or her social security number or an employee identification number
14 other than a social security number; failing to list the name and address of the legal entity that
15 is the employer; and/or failing to state all hours worked as a result of not recording or stating
16 the hours they worked off-the-clock. In addition, Defendants failed to provide Plaintiff and
17 other non-party Aggrieved Employees the option to elect to receive hard copies of their wage
18 statements at any time and/or failed to provide them with the ability to easily access the
19 information and convert the electronic wage statements into hard copies at no expense to
20 them.

21 93. California Labor Code section 1174(d) provides that “[e]very person employing
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
23 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or
27 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
28 civil penalty if they fail to maintain accurate and complete records as required by section

1 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
2 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
3 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
4 as a result of failing to record the off-the-clock hours that they worked.

5 94. California Labor Code section 1198 provides that the maximum hours of work
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
7 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
8 employment of any employees for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
10 Wage Order, employers are required to keep accurate time records showing when the
11 employee begins and ends each work period and meal period. During the relevant time
12 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
13 and meal period start and end times for Plaintiff and other non-party Aggrieved Employees in
14 violation of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and
15 other non-party Aggrieved Employees with second 30-minute meal periods to which they
16 were entitled, Defendants kept no records of meal start and end times for second meal periods.

17 95. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
18 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
19 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

20 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

21 **VIOLATION OF LABOR CODE SECTION 201.3 AND 204**

22 96. At all relevant times herein set forth, California Labor Code section 204
23 requires that all wages earned by any person in any employment between the 1st and the 15th
24 days, inclusive, of any calendar month, other than those wages due upon termination of an
25 employee, are due and payable between the 16th and the 26th day of the month during which
26 the labor was performed. Labor Code section 204 further provides that all wages earned by
27 any person in any employment between the 16th and the last day, inclusive, of any calendar
28 month, other than those wages due upon termination of an employee, are due and payable

1 between the 1st and the 10th day of the following month.

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

8 98. At all relevant times herein, California Labor Code section 201.3 requires that
9 if an employee of a temporary services employer is assigned to work for a client, that
10 employee's wages are due and payable no less frequently than weekly, regardless of when the
11 assignment ends, and wages for work performed during any calendar week shall be due and
12 payable not later than the regular payday of the following calendar week.

13 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
14 other non-party Aggrieved Employees all wages due to them including, but not limited to,
15 overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,
16 within any time period specified by California Labor Code sections 201.3 and/or 204.

17 100. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
18 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

19 **FAILURE TO PAY WAGES UPON TERMINATION**

20 **VIOLATION OF LABOR CODE SECTIONS 201, 201.3, AND 202**

21 101. At all times relevant herein set forth, Labor Code sections 201, 201.3, and 202
22 provide that if an employer discharges an employee, the wages earned and unpaid at the time
23 of discharge are due and payable immediately, and that if an employee voluntarily leaves his
24 or her employment, his or her wages shall become due and payable not later than seventy-two
25 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
26 his or her intention to quit, in which case the employee is entitled to his or her wages at the
27 time of quitting.

28 102. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved

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

5 103. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
6 who are no longer employed by Defendants their wages earned and unpaid at the time of
7 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
8 Labor Code sections 201 and 201.3. Plaintiff and other non-party Aggrieved Employees are
9 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
10 2699(a), (f), and (g).

11 **FAILURE TO PAY REPORTING TIME PAY**

12 **VIOLATION OF LABOR CODE SECTION 1198**

13 104. California Labor Code section 1198 dictates that no employer may employ an
14 employee under conditions of labor that are prohibited by the applicable IWC wage order.
15 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
16 fixed by the commission shall be the . . . standard conditions of labor for employees. The
17 employment of any employee . . . under conditions of labor prohibited by the order is
18 unlawful.”

19 105. California Code of Regulations, Title 8, section 11090 section 5(A) provides
20 that “[e]ach workday an employee is required to report for work and does report, but is not put
21 to work or is furnished less than half said employee's usual or scheduled day's work, the
22 employee shall be paid for half the usual or scheduled day's work, but in no event for less
23 than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which
24 shall not be less than the minimum wage.” The “primary purpose of the reporting time
25 regulation” is “to guarantee at least partial compensation for employees who report to work
26 expecting to work a specified number of hours, and who are deprived of that amount because
27 of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch*
28 *Cellular*, 209 Cal. App. 4th 556 (2012).

106. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11090(5)(A), because Defendants failed to pay Plaintiff and other non-party 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.

107. Defendants had a company-wide practice of sending Plaintiff and other non-party 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 Plaintiff and other non-party Aggrieved Employees for half of their scheduled shift. For example, on December 28, 2021, Plaintiff was sent home after two (2) hours because business was slow, but was only paid for the time that she had worked. Although Plaintiff and other non-party Aggrieved Employees 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 and other non-party Aggrieved Employees for at least half of their scheduled day's work or the minimum reporting time pay.

108. Accordingly, Plaintiff and other non-party 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 11050(5). Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO MAINTAIN WORK TEMPERATURE PROVIDING REASONABLE COMFORT

VIOLATION OF LABOR CODE SECTION 1198

109. At all relevant times, 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

1 prohibited by the order is unlawful.”

2 110. California Code of Regulations, Title 8, sections 11090(15)(A) and (B) provide
3 that “[t]he temperature maintained in each work area shall provide reasonable comfort
4 consistent with industry-wide standards for the nature of the process and the work
5 performed. . . . If excessive heat or humidity is created by the work process, the employer
6 shall take all feasible means to reduce such excessive heat or humidity to a degree providing
7 reasonable comfort.” California law requires an employer to endeavor to provide a safe and
8 healthy workplace (Cal. Code Regs., tit. 8, § 3203). Moreover, California Labor Code section
9 6720 required the California Division of Occupational Safety and Health (“OSHA”) to
10 propose an indoor heat illness standard by January 1, 2019; OSHA’s draft standard, as of
11 April 22, 2019, applies its proposed regulations to “all indoor work areas where the
12 temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

13 111. Upon information and belief, Defendants violated California Labor Code
14 section 1198 and California Code of Regulations, Title 8, section 11090(15), because
15 Defendants failed to maintain a temperature in work areas that provided reasonable comfort
16 consistent with industry-wide standards for the nature of the process and the work performed
17 and failed to take all feasible means to reduce excessive heat or humidity to a degree
18 providing reasonable comfort.

19 112. During the relevant time period, Plaintiff and other non-party Aggrieved
20 Employees were subjected to excessive heat and/or humidity resulting in temperatures
21 equaling or exceeding 82 degrees Fahrenheit. Defendants failed to provide Plaintiff and other
22 non-party Aggrieved Employees with reasonable comfort by maintaining the indoor
23 temperature within the range of industry standards by providing adequate air conditioning, in
24 violation of California Labor Code section 1198 and IWC Wage Order No. 9-2001,
25 subdivision 15. For example, Plaintiff and other non-party Aggrieved Employees who were
26 present on Defendants’ worksites were provided with inconsistent ventilation and/or air
27 conditioning, as the warehouse fans were often turned off at the discretion of management.

28 113. Accordingly, Defendants failed to maintain, in their work areas, a temperature

1 providing reasonable comfort for their employees, including Plaintiff and other non-party
2 Aggrieved Employees, in violation of California Labor Code section 1198. Plaintiff and other
3 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
4 Labor Code sections 2699(a), (f), and (g).

5 **REQUEST FOR JURY TRIAL**

6 Plaintiff requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
9 judgment against Defendants, jointly and severally, as follows:

10 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
11 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
12 amount.

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

14 2. That the Court declare, adjudge and decree that Defendants violated the
15 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
16 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
17 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of
18 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
19 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
20 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
21 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
22 statements and maintain accurate payroll records); 201.3 and 204 (by failing to timely pay all
23 earned wages during employment); 201, 201.3, and 202 (by failing to timely pay all earned
24 wages upon termination); 1198 and the applicable IWC Wage Order (by failing to provide
25 reporting time pay); and 1198 and the applicable IWC Wage Order (by failing to maintain
26 reasonable work temperature);

27 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
28 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 201.3,

1 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198;

2 4. For attorneys' fees and costs pursuant to California Labor Code section
3 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
4 Labor Code sections 201, 201.3, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
5 1194, 1197, and 1198;

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

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

9
10 Dated: October 24, 2022

Respectfully submitted,

11 Capstone Law APC

12
13 By: 

14 Robert Drexler
15 Molly DeSario
16 Jonathan Lee

17 Attorneys for Plaintiff Liliana Hernandez
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “1”



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

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

August 16, 2022

VIA ONLINE SUBMISSION

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

Subject: *Liliana Hernandez v. Randstad Inhouse Services, LLC, et al.*

Dear PAGA Administrator:

This office represents Liliana Hernandez in connection with her claims under the California Labor Code. Ms. Hernandez was an employee of RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD GENERAL PARTNER (US) LLC; RANDSTAD US, LLC; and/or RANDSTAD NORTH AMERICA, INC. For the purpose of this letter, Ms. Hernandez collectively refers to these entities as “RANDSTAD.”

The employers may be contacted directly at the addresses below:

RANDSTAD INHOUSE SERVICES, LLC
3625 CUMBERLAND BLVD STE 350
ATLANTA, GA 30339

RANDSTAD INHOUSE SERVICES, LLC
150 PRESIDENTIAL WAY 3RD FLOOR
WOBURN, MA 01801

RANDSTAD GENERAL PARTNER (US) LLC
3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA 30339

RANDSTAD GENERAL PARTNER (US) LLC
150 PRESIDENTIAL WAY
WOBURN, MA 01801

RANDSTAD US, LLC
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

RANDSTAD US, LLC
150 PRESIDENTIAL WAY
WOBURN, MA 01801

RANDSTAD NORTH AMERICA, INC.
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

Ms. Hernandez intends to seek civil penalties, attorney’s 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. Hernandez seeks relief on behalf

of herself, the State of California, and other persons who are or were employed by RANDSTAD 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.

RANDSTAD employed Ms. Hernandez as an hourly paid, non-exempt employee from approximately September 2021 to February 2022 out of its branch in Ontario, California. Ms. Hernandez worked as a General Warehouse Laborer for RANDSTAD in the Target Distribution Center located in Rialto, California from December 2021 to February 2022. During her employment, Ms. Hernandez typically worked ten (10) to twelve (12) hours per day, and three (3) to four (4) days per week. At the time her employment ended, Ms. Hernandez was compensated approximately \$21.50 per hour. Her job duties included, without limitation, collecting, folding, packaging, and unpackaging merchandise; cleaning debris; and breaking down and building pallets.

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

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

RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD GENERAL PARTNER (US) LLC; and RANDSTAD US, LLC are Delaware limited liability companies, and RANDSTAD NORTH AMERICA, INC. is a Delaware corporation. RANDSTAD is a multinational human resources consulting firm offering permanent and temporary job placement services at all levels as well as payrolling, career development, and online talent acquisition. Upon information and belief, RANDSTAD maintains a single, centralized Human Resources (HR) department at its company headquarters in Atlanta, Georgia, for all non-exempt, hourly paid employees working for RANDSTAD in California, including Ms. Hernandez and other aggrieved employees. At all relevant times, RANDSTAD issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Hernandez and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Ms. Hernandez’s experience and counsel’s review of those records currently available relating to Ms. Hernandez’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. Hernandez 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.

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.

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

During the relevant time period, RANDSTAD had a company-wide policy that required its employees to be subject to clients’ loss prevention policies, which resulted in Ms. Hernandez and other aggrieved employees undergoing mandatory security checks when entering clients’ premises, while off-the-clock. For example, Ms. Hernandez was required to wait up to 10 minutes off-the-clock for a security guard to perform a security check before she was permitted to clock in for the start of her shift. Although RANDSTAD’s requirement that Ms. Hernandez and other aggrieved employees undergo security checks was mandatory, RANDSTAD did not compensate them for the time they spent off-the-clock before shifts waiting in line and undergoing these checks while under RANDSTAD’s control.

Further, during the relevant time period, RANDSTAD failed to provide Ms. Hernandez and other aggrieved employees with a sufficient number of timeclock machines to use, thus exacerbating the amount of time Ms. Hernandez and other aggrieved employees waited in line off-the-clock and under RANDSTAD’s control, time for which they were not paid. For example, Ms. Hernandez would report to work at the start of her scheduled shift, but would be required to wait 5-10 minutes in a long line of employees to clock in (after already having waited to undergo the mandatory security searches).

Moreover, RANDSTAD had, and continues to have, a company-wide policy and/or practice of understaffing its job sites. RANDSTAD’s continuous understaffing, combined with the assignment of heavy workloads and productivity expectations, resulted in a failure to provide other aggrieved employees with adequate meal period coverage to permit them to take compliant meal periods. RANDSTAD also failed to schedule meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, other aggrieved employees missed meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

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

shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, RANDSTAD did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, RANDSTAD paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, RANDSTAD failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, RANDSTAD failed to pay all overtime wages by paying a lower overtime rate than required.

Accordingly, Ms. Hernandez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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 Wage Order No. 9-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11090(2)(H) (defining "Hours Worked").

As set forth above, during the relevant time period, RANDSTAD had a company-wide practice and/or policy of failing to pay Ms. Hernandez and other aggrieved employees for actual hours worked, such as requiring Ms. Hernandez and other aggrieved employees to undergo mandatory security checks off-the-clock and waiting in line to clock-in at an inadequate number of timekeeping machines, because these hours were not recorded. Additionally, as set forth above, due to RANDSTAD's uniform practices of understaffing, assigning heavy workloads and productivity requirements, failing to schedule meal periods, and the resulting lack of coverage, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Thus, RANDSTAD did not pay at least minimum wages for all hours worked by Ms. Hernandez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, RANDSTAD 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, RANDSTAD regularly failed to pay at least minimum wages to Ms. Hernandez 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. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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.

During the relevant time period, as stated, RANDSTAD had, and continues to have, company-wide policies and/or practices of understaffing its job sites, assigning heavy workloads and productivity requirements, and failing to schedule meal periods, which resulted in a lack of meal period coverage and prevented Ms. Hernandez and/or other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, RANDSTAD did not provide Ms. Hernandez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during her employment, Ms. Hernandez often worked shifts in excess of ten (10) hours or more per day, but was never provided with a second 30-minute meal period. Instead, RANDSTAD provided Ms. Hernandez with a 20-minute third rest period in lieu of her second meal period. Ms. Hernandez 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.

Moreover, RANDSTAD had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. RANDSTAD took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, RANDSTAD's meal period waiver forms require employees to provide written notice should they wish to revoke the waivers. RANDSTAD's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Hernandez and/or other aggrieved employees from taking all meal periods to which they were entitled. Indeed, although Ms. Hernandez opted-out of RANDSTAD's blanket meal period waivers, whenever she missed her second period, on information and belief, RANDSTAD automatically marked in its time records that Ms. Hernandez had waived the missed meal period in order to avoid paying meal period penalties it would otherwise owe.

At all times herein mentioned, RANDSTAD knew or should have known that, as a result of these policies, Ms. Hernandez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. RANDSTAD further knew or should have known that it did not pay Ms. Hernandez and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, RANDSTAD engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of RANDSTAD's practices and/or policies, Ms. Hernandez and/or other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that RANDSTAD did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, RANDSTAD did not pay other aggrieved employees at the correct rate of pay for premiums because RANDSTAD systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RANDSTAD failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Hernandez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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, 269-270 (2016).

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

Additionally, on information and belief, RANDSTAD maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Hernandez and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Hernandez and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, RANDSTAD effectively maintained control over Ms. Hernandez and/or other aggrieved employees during rest periods.

RANDSTAD also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Hernandez and/or other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that RANDSTAD did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, RANDSTAD did not pay other aggrieved employees at the correct rate of pay for premiums because RANDSTAD failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RANDSTAD failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Hernandez and/or other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. RANDSTAD has not provided Ms. Hernandez 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, RANDSTAD has knowingly and intentionally provided Ms. Hernandez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RANDSTAD issued uniform wage statements to Ms. Hernandez 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/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, RANDSTAD violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because RANDSTAD did not record the time Ms. Hernandez and other aggrieved employees spent working off-the-clock, RANDSTAD did not list the correct amount of gross wages and net wages earned by Ms. Hernandez and other aggrieved employees in compliance with section 226(a)(1) and

section 226(a)(5), respectively. For the same reason, RANDSTAD failed to accurately list the total number of hours worked by Ms. Hernandez 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).

Also, because RANDSTAD did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, RANDSTAD did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, RANDSTAD also failed to list the correct amount of net wages in violation of section 226(a)(5). RANDSTAD also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, 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 the hours they worked off-the-clock. In addition, RANDSTAD failed to provide Ms. Hernandez and other aggrieved employees the option to elect to receive hard copies of their wage statements at any time and/or failed to provide them with the ability to easily access the information and convert the electronic wage statements into hard copies at no expense to them.

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), RANDSTAD willfully failed to maintain accurate payroll records for Ms. Hernandez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, RANDSTAD failed, on a company-wide basis, to keep accurate records of work period and meal period start and end times for Ms. Hernandez and other aggrieved employees in violation of section 1198. Furthermore, in light of RANDSTAD's failure to provide Ms. Hernandez and other aggrieved employees with second 30-minute meal periods to which they were entitled, RANDSTAD kept no records of meal start and end times for second meal periods.

Because RANDSTAD failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Hernandez 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. Hernandez 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. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 201.3 and 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.

California Labor Code section 201.3 provides that if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week.

During the relevant time period, RANDSTAD failed to pay Ms. Hernandez 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 201.3 and/or 204.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 201.3, and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 201.3, 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.

RANDSTAD willfully failed to pay Ms. Hernandez and other aggrieved employees who are no longer employed by RANDSTAD 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 RANDSTAD's employ.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11090 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 11090 section 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, RANDSTAD violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11090(5)(A), because RANDSTAD failed to pay Ms. Hernandez 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.

RANDSTAD had a company-wide practice of sending Ms. Hernandez 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. Hernandez and other aggrieved employees for half of their scheduled shift. For example, on December 28, 2021, Ms. Hernandez was sent home after two (2) hours because business was slow, but was only paid for the time that she had worked. Although Ms. Hernandez and other aggrieved employees reported to work based on the schedule that was provided to them, RANDSTAD would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, RANDSTAD did not pay Ms. Hernandez and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Ms. Hernandez and or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11090 Subdivision 15 – Failure to Maintain Work Temperature Providing Reasonable Comfort

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, sections 11090(15)(A) and (B) provide that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. . . . If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.” California law requires an employer to endeavor to provide a safe and healthy workplace (Cal. Code Regs., tit. 8, § 3203). Moreover, California Labor Code section 6720 required the California Division of Occupational Safety and Health (“OSHA”) to propose an indoor heat illness standard by January 1, 2019; OSHA’s draft standard, as of April 22, 2019, applies its proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

Upon information and belief, RANDSTAD violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11090(15), because RANDSTAD failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort.

During the relevant time period, Ms. Hernandez and other aggrieved employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees Fahrenheit. RANDSTAD failed to provide Ms. Hernandez and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by providing adequate air conditioning, in violation of California Labor Code section 1198 and IWC Wage Order 9-2001, Section 15. For example, Ms. Hernandez and other aggrieved employees who were present on RANDSTAD’s worksites were provided with inconsistent ventilation and/or air conditioning, as the warehouse fans were often turned off at the discretion of management. Accordingly, RANDSTAD failed to maintain, in its work areas, a temperature providing reasonable comfort for its employees, including Ms. Hernandez and other aggrieved employees, in violation of California Labor Code section 1198.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

Accordingly, Ms. Hernandez 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 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Hernandez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against RANDSTAD for violations of California Labor Code sections 201, 201.3, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Ms. Hernandez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Hernandez’s reasonable attempt to settle her dispute with RANDSTAD prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform RANDSTAD while affording RANDSTAD a reasonable opportunity to satisfy Ms. Hernandez’s demands.

Demand is hereby made that RANDSTAD shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. RANDSTAD shall pay Ms. Hernandez and all other aggrieved employees employed by RANDSTAD at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. RANDSTAD shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. RANDSTAD shall conduct a survey or interview all current and former aggrieved employees in California who worked for RANDSTAD in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided and the number of rest periods which were not authorized and permitted, with the investigation to be completed within 60 days.
4. RANDSTAD shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. RANDSTAD also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.

5. RANDSTAD shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. RANDSTAD shall provide Ms. Hernandez and all aggrieved employees employed by RANDSTAD at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
7. RANDSTAD shall maintain a temperature in work areas that provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and take all feasible means to reduce excessive heat to a degree providing reasonable comfort, as required by California Labor Code section 1198 and California Code of Regulations, Title 8, section 11090(15).
8. RANDSTAD shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.

RANDSTAD shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 9-2001, section 20.

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

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

Best Regards,


Anthony Castillo

Copy: RANDSTAD INHOUSE SERVICES, LLC (via U.S. Certified Mail); RANDSTAD GENERAL PARTNER (US) LLC (via U.S. Certified Mail); RANDSTAD US, LLC (via U.S. Certified Mail); RANDSTAD NORTH AMERICA, INC. (via U.S. Certified Mail)

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

CERTIFIED MAIL



702J 1970 000J 8870 3594

RANDSTAD NORTH AMERICA, INC.
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RANDSTAD NORTH AMERICA, INC.
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

9590 9402 7420 2055 3567 64



2. Article Number (Transfer from service label)

702J 1970 000J 8870 3594

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

Total

\$

Sent

Stamps

City

RANDSTAD NORTH AMERICA, INC.
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Handwritten signature: *Heavenly*
Postmark: *RANDSTAD*

CERTIFIED MAIL

[illegible]

SENDER: COMPLETE THIS SECTION

- COMPLETE THIS SECTION ON DELIVERY

X

☐ Agent
☐ Addressee

☐ Yes ☐ No

9590 9402 7420 2055 3567 71

7021 1970 0001 8870 3587

Domestic Return Receipt

**U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

HERMANER

✓ 315

Here

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage

Total Po

1

Sent To

Street a

City, St.

PS Form 3800, April 2015 PSN 7530-02-000-0047

See Reverse for Instructions

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

CERTIFIED MAIL



7021 1970 0001 8870 3570

RANDSTAD US, LLC
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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? ☐ Yes ☐ No
If YES, enter delivery address below:

RANDSTAD US, LLC
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339



9590 9402 7420 2055 3567 88

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3570

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

Domestic Return Receipt

7021 1970 0001 8870 3570

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total

\$

Sent

Street

City

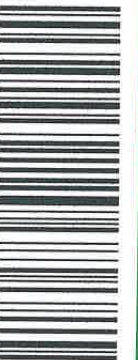
PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

RANDSTAD US, LLC
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339

HEKUNAN
V.
RANSTAD
Postmark
Here

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

CERTIFIED MAIL



7021 1970 0001 8870 3563

RANDSTAD GENERAL PARTNER (US) LLC
150 PRESIDENTIAL WAY
WOBURN, MA 01801

7021 1970 0001 8870 3563

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

HERNANDEZ
V.
RANDSTAD

Extra Services & Fees (check box, add fee as appropriate)
☒ Premium Receipt (hardcopy) \$
☐ Premium Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total RANDSTAD GENERAL PARTNER (US) LLC

150 PRESIDENTIAL WAY

WOBURN, MA 01801

City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes
☐ No

RANDSTAD GENERAL PARTNER (US) LLC

150 PRESIDENTIAL WAY

WOBURN, MA 01801



9590 9402 7420 2055 3567 95

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3563

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

Domestic Return Receipt

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

CERTIFIED MAIL



7021 1970 0001 8870 3556

RANDSTAD GENERAL PARTNER (US) LLC
3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA 30339

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RANDSTAD GENERAL PARTNER (US) LLC
3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA 30339



9590 9402 7420 2056 3568 01

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3556

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

HERN ANGELES
RANDSTAD

Postmark
Here

- Extra Services & Fees (check box, add fee as appropriate)
- | | |
|--|----|
| ☐ Return Receipt (hardcopy) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$

Total

\$

7021 1970 0001 8870 3556

RANDSTAD GENERAL PARTNER (US) LLC
3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA 30339

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

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

CERTIFIED MAIL



7021 1970 0001 8870 3549

RANDSTAD INHOUSE SERVICES, LLC
150 PRESIDENTIAL WAY 3RD FLOOR
WOBURN, MA 01801

SENDER: COMPLETE THIS SECTION

- **Complete Items 1, 2, and 3.**
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RANDSTAD INHOUSE SERVICES, LLC
150 PRESIDENTIAL WAY 3RD FLOOR
WOBURN, MA 01801



9590 9402 7420 2055 3568 63

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3549

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ **Agent**
☐ Addressee

D. Is delivery address different from Item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7021 1970 0001 8870 3549

U.S. Postal Service™
CERTIFIED MAIL®
Domestic Mail Only
RECEIPT

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

RANDSTAD
Postmark
Here

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

CERTIFIED MAIL



7021 1970 0001 8870 3532

RANDSTAD INHOUSE SERVICES, LLC
3625 CUMBERLAND BLVD STE 350
ATLANTA, GA 30339

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

RANDSTAD INHOUSE SERVICES, LLC
3625 CUMBERLAND BLVD STE 350
ATLANTA, GA 30339



2. Article Number (Transfer from service label)

7021 1970 0001 8870 3532

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- | | |
|--|--|
| ☐ Adult Signature Restricted Delivery | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Restricted Delivery |

Mail Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

162626002
RANVIO STRAD
Postmark
Here

7021 1970 0001 8870 3532

RANDSTAD INHOUSE SERVICES, LLC
3625 CUMBERLAND BLVD STE 350
ATLANTA, GA 30339

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RANDSTAD GENERAL PARTNER (US) LLC
150 PRESIDENTIAL WAY
WOBURN, MA 01801



9590 9402 7420 2055 3567 95

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3563

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

46

☐ Agent☒ Addressee

B. Received by (Printed Name)

OK

C. Date of Delivery

8-20

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

3. Service Type

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

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

Registered Mail

Registered Mail Restricted Delivery

(\$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RANDSTAD INHOUSE SERVICES, LLC
150 PRESIDENTIAL WAY 3RD FLOOR
WOBURN, MA 01801



9590 9402 7420 2055 3568 63

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3549

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

46

☐ Agent☒ Addressee

B. Received by (Printed Name)

OK

C. Date of Delivery

8-20

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

3. Service Type

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

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

Registered Mail

Registered Mail Restricted Delivery

(\$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RANDSTAD NORTH AMERICA, INC.
3625 CUMBERLAND BLVD STE 600
ATLANTA, GA 30339



9590 9402 7420 2055 3567 64

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3594

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/20/98

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

d Mail
d Mail Restricted Delivery
(5500)

Domestic Return Receipt

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RANDSTAD GENERAL PARTNER (US) LLC
3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA 30339



9590 9402 7420 2055 3568 01

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3556

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

8/23/07

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

Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>46</u> ☐ Agent ☒ Addressee	
1. Article Addressed to: RANDSTAD US, LLC 150 PRESIDENTIAL WAY WOBURN, MA 01801		B. Received by (Printed Name) <u>CH MA</u>	C. Date of Delivery <u>8-22</u>
2. Article Number (Transfer from service label) 7021 1970 0001 8870 3587		3. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below: AUG 23 2022	
9590 9402 7420 2055 3567 71		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery Mail Restricted Delivery (00)	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt			