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\$435 PAID

Attorneys for Plaintiff Dylan Wallen, an aggrieved
employee pursuant to the Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

DYLAN WALLEN, as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”),

Plaintiff,

vs.

UNITED RENTALS (NORTH AMERICA),
INC., a Delaware corporation, UNITED
RENTALS, INC. a Delaware corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-22-000399

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 *ET*
SEQ.

**COMPLAINT FOR CIVIL PENALTIES
FOR VIOLATIONS OF CALIFORNIA
LABOR CODE, PURSUANT TO PAGA, §§
2698, ET SEQ.**

Jury Trial Demanded

This case has been assigned to Judge Mayne, John R
Dept. 21
Department _____ for all purposes including Trial.

1 Plaintiff Dylan Wallen (“Plaintiff”), as an aggrieved employee and on behalf of all other
2 non-party aggrieved employees and the State of California, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is a law enforcement action under the Labor Code Private Attorneys
5 General Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil
6 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
7 current and former employees who worked for Defendants United Rentals (North America),
8 Inc., United Rentals, Inc., and DOES 1 through 10, inclusive (collectively “Defendants”) in
9 California as non-exempt, hourly-paid employees and against whom one or more violations of
10 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
11 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
12 were committed, as set forth in this complaint (“Aggrieved Employees”), at any time between
13 one year before Plaintiff’s submission of the LWDA Notice (defined below) in advance of
14 Plaintiff’s filing of this complaint (in addition to all days the period was stayed or tolled) until
15 judgment. Plaintiff’s pro-rata share of civil penalties sought in this action does not exceed
16 \$75,000.

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

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

1 controversy requirement for federal diversity jurisdiction in this action, and that diversity
2 jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to
3 violations personally suffered are less than \$75,000. *Id.* at 1122.

4 4. Venue is proper in this Court because Defendants employ Aggrieved Employees
5 in this county and Labor Code violations occurred throughout California, including in this
6 county. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60
7 Cal.App.5th 1069, 1075 (2021) ("Venue is proper in any county in which an aggrieved
8 employee worked and Labor Code violations allegedly occurred.")

9 5. PAGA authorizes aggrieved employees to sue as private attorneys general their
10 current or former employers for civil penalties for violations of various provisions in the
11 California Labor Code.

12 **THE PARTIES**

13 6. Plaintiff is a resident of California. Defendants employed Plaintiff from
14 approximately September 11, 2017, to approximately July 2, 2021, as a non-exempt hourly-paid
15 service technician at Defendants' location in various counties throughout California. Plaintiff
16 typically worked eight to twelve hours or more per workday, five to seven days per week, and
17 up to forty or more hours per week. Plaintiff's job duties included, but were not limited to,
18 equipment installation, removal, repair, and on-site monitoring, perform maintenance checks on
19 equipment, troubleshoot issues with equipment, report machine condition to management, and
20 other duties assigned as needed.

21 7. Plaintiff is informed and believes, and thereon alleges, that Defendants are
22 corporations authorized to do, and doing business in California, and at all times hereinafter
23 mentioned, an employer whose employees are engaged throughout this county and the State of
24 California.

25 8. Plaintiff is informed and believes, and thereon alleges, that Defendants provide
26 equipment rentals throughout the United States, including in California. Defendants also provide
27 speciality solutions including trench safety, power and HVAC, fluid, tool, portable storage, and
28 modular space solutions.

1 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
2 under the fictitious names DOES 1 through 10 and will seek leave of this Court to amend the
3 complaint and serve such fictitiously named defendants once their names and capacities become
4 known. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the
5 partners, agents, owners, shareholders, managers, or employees of the other named Defendants,
6 and that each and all of the acts and omissions alleged herein were performed by, or is
7 attributable to, Defendants each acting as the agent, employee, alter ego, joint employer, and/or
8 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
9 within the course and scope of such agency, employment, joint venture, or concerted activity
10 with legal authority to act on the others' behalf. The acts of any and all Defendants were in
11 accordance with, and represent, the official policy of Defendants.

12 10. At all relevant times, Defendants, and each of them, ratified each and every act or
13 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
14 abetted the acts and omissions of each and all the other Defendants in proximately causing the
15 damages and violations herein alleged.

16 11. Plaintiff is informed and believes, and thereon alleges, that each of the
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
18 omissions, occurrences, and transactions alleged herein.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 12. Plaintiff is informed and believes that Defendants maintain a centralized Human
21 Resources department for all non-exempt, hourly-paid employees working for Defendants in
22 California, including Plaintiff and Aggrieved Employees. At all relevant times, Defendants
23 issued and maintained uniform, standardized practices and procedures for all non-exempt,
24 hourly-paid employees in California, including Plaintiff and Aggrieved Employees, regardless
25 of their location or position.

26 13. Upon information and belief, Defendants process payroll for all non-exempt,
27 hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved
28 Employees. Further, Defendants issue the same uniform and formatted wage statements to all

1 non-exempt, hourly-paid employees in California, irrespective of their work location, position,
2 or manner in which each employee's employment ended. Defendants' payroll department
3 processed payroll for non-exempt, hourly-paid employees in the same manner throughout
4 California. In other words, Defendants utilized the same methods and formulas when calculating
5 wages and any other remunerations due to Plaintiff and Aggrieved Employees in California.

6 14. Defendants continue to employ non-exempt, hourly-paid employees in
7 California.

8 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
10 advisors knowledgeable about California labor and wage law, employment and personnel
11 practices, and about the requirements of California law.

12 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and
13 Aggrieved Employees were not fully compensated because, among other reasons, all hours
14 worked may not have been recorded and because Defendants did not always pay for all hours
15 worked.

16 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain
18 wages for overtime and/or double-time compensation and that they were not receiving overtime
19 and/or double-time wages at the correct overtime and/or double-time rate and/or for work that
20 was required to be performed.

21 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
23 minimum wages for all hours worked. In violation of the California Labor Code, Plaintiff and
24 Aggrieved Employees were not paid at least minimum wages for all work performed.

25 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and Aggrieved Employees were entitled to meal periods in
27 accordance with the Labor Code; that Plaintiff and Aggrieved Employees were entitled to
28 payment of one additional hour of pay at their regular rates of compensation when they were not

1 provided with timely, uninterrupted, thirty-minute meal periods; and that Plaintiff and
2 Aggrieved Employees were not provided with all meal periods nor payment of one additional
3 hour of pay at their regular rates of compensation when they did not receive a timely,
4 uninterrupted, thirty-minute meal period.

5 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and Aggrieved Employees were entitled to rest periods in
7 accordance with the Labor Code and applicable IWC Wage Order, that Defendants knew or
8 should have known that Plaintiff and Aggrieved Employees were entitled to payment of one
9 additional hour of pay at their regular rates of compensation when they were not provided with a
10 compliant rest period, and that Plaintiff and Aggrieved Employees were not provided compliant
11 rest periods nor payment of one additional hour of pay at their regular rates of compensation
12 when they were not provided a compliant rest period.

13 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
15 and accurate wage statements in accordance with California law. In violation of the California
16 Labor Code, Plaintiff and Aggrieved Employees were not provided complete and accurate wage
17 statements.

18 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that they had a duty to timely comply with requests from Plaintiff and other
20 Aggrieved Employees to inspect or receive a copy of their employment and personnel records in
21 accordance with the Labor Code but failed to do so.

22 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that they had a duty to maintain accurate and complete payroll records in
24 accordance with the Labor Code and applicable IWC Wage Order but failed to do so.

25 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they had a duty to maintain accurate and complete time records in
27 accordance with the Labor Code and applicable IWC Wage Order, but failed to do so.

28 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment of
2 wages during their employment. In violation of the California Labor Code, Plaintiff and
3 Aggrieved Employees did not receive payment of all wages, including, but not limited to,
4 overtime or double-time wages, minimum wages, on-call wages, meal period and rest period
5 premium wages, within permissible time periods.

6 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment of
8 all wages earned upon termination of employment. In violation of the California Labor Code,
9 Plaintiff and Aggrieved Employees did not receive payment of all wages due, including, but not
10 limited to, overtime or double-time wages, minimum wages, on-call wages, vacation pay, meal
11 period and rest period premium wages, within permissible time periods.

12 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
14 written notice of the material terms of their employment with Defendants as required by the
15 California Wage Theft Prevention Act but failed to do so.

16 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that it is a violation of the California Labor Code to conduct unlawful
18 background checks and to require Plaintiff and other Aggrieved Employees to agree to unlawful
19 contract terms. Nevertheless, Defendants conducted unlawful background checks and required
20 Plaintiff and other Aggrieved Employees to agree to unlawful contract terms regarding said
21 background checks.

22 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that they are prohibited from seeking salary history information from
24 applicants for employment. In violation of the California Labor Code, Defendants sought salary
25 history information from Plaintiff and Aggrieved Employees.

26 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
28 vacation pay upon termination of employment as stated in Defendants' employment policy as

1 required by the California Labor Code but failed to do so.

2 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
4 written notice setting forth the amount of paid sick leave available, or paid time off leave an
5 employer provides in lieu of sick leave, for use on either the employee's itemized wage
6 statement or in a separate writing provided on the designated pay day with the employee's
7 payment of wages, but failed to do so in violation of the California Labor Code.

8 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other Aggrieved Employees were entitled to
10 reimbursement for all business-related expenditures and/or losses they incurred during the
11 course and scope of their employment, and that they did not receive reimbursement of
12 applicable business-related expenditures and/or losses they incurred.

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

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

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

27 36. Plaintiff and other current and former employees of Defendants are "aggrieved
28 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or

1 former employees and one or more of the alleged violations were committed against them.

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

- 5 (a) The aggrieved employee or representative shall give written notice by
6 online filing with the LWDA and by certified mail to the employer of the
7 specific provisions of the California Labor Code alleged to have been
8 violated, including the facts and theories to support the alleged violation.
- 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 accompanied
11 by a filing fee of seventy-five dollars (\$75).
- 12 (c) The LWDA shall notify the employer and the aggrieved employee or
13 representative by certified mail that it does not intend to investigate the
14 alleged violation ("LWDA Notice") within sixty (60) calendar days of the
15 postmark date of the aggrieved employee's notice. Upon receipt of the
16 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
17 calendar days of the postmark date of the aggrieved employee's notice,
18 the aggrieved employee may commence a civil action pursuant to
19 California Labor Code section 2699 to recover civil penalties.

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

- 23 (a) The aggrieved employee or representative shall give (a) written notice by
24 online filing with the LWDA and by certified mail to the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated (other than those listed in Section 2699.5), including the facts
27 and theories to support the alleged violation.
- 28 (b) An aggrieved employee's notice filed with the LWDA pursuant to

2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

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

39. On or about November 23, 2021, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, accompanied by the applicable filing fee of seventy-five dollars (\$75). A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated November 23, 2021, is attached as Exhibit 1.

40. As of the filing of this complaint, 65 days have passed since Plaintiff sent the LWDA Notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

41. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 227.3, 432.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 as well as all applicable IWC Wage Orders.

42. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth herein.

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

44. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all Aggrieved Employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 227.3, 432.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 as well as all applicable IWC Wage Orders.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

46. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover various civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2810.5(a)(1). Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in Section 2699.5, including Section 1182.12.

47. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violations of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and Aggrieved Employees with all required overtime or double-time pay, as set forth below;
- (b) Violations of Labor Code sections 223, 1182.12, 1194, 1197, and 1197.1,

1 and the applicable IWC Wage Order for Defendant's failure to
2 compensate Plaintiff and Aggrieved Employees with at least minimum
3 wages for all hours worked, as set forth below;

4 (c) Violations of Labor Code sections 226.7, 512(a), and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and Aggrieved Employees with meal periods, as set forth below;

7 (d) Violations of Labor Code sections 226.7 and 1198, and the applicable
8 IWC Wage Order for Defendants' failure to provide Plaintiff and
9 Aggrieved Employees with rest periods, as set forth below;

10 (e) Violations of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiff and Aggrieved Employees, as set forth below;

13 (f) Violations of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain accurate payroll records, as set
15 forth below;

16 (g) Violations of Labor Code section 1198 and the applicable IWC Wage
17 Order for failure to maintain accurate time records, as set forth below;

18 (h) Violations of Labor Code section 204 for failure to timely pay all wages
19 during employment, as set forth below;

20 (i) Violations of Labor Code sections 201, 202, and 203, for failure to timely
21 pay all earned wages upon termination, as set forth below;

22 (j) Violations of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
23 provide written notice of information material to Plaintiff's and
24 Aggrieved Employees' employment with Defendants, as set forth below;

25 (k) Violations of Labor Code section 432.5 for failure to conduct compliant
26 background checks, as set forth below;

27 (l) Violations of Labor Code section 432.3 for requesting salary history
28 information from employees, as set forth below;

- 1 (m) Violations of Labor Code section 227.3 for failure to pay for accrued
2 vacation pay, as set forth below; and
- 3 (n) Violations of Labor Code sections 2800 and 2802 for failure to reimburse
4 necessary expenditures and losses incurred by Plaintiff and other
5 Aggrieved Employees in the performance of their jobs, as set forth below.

6 **FAILURE TO PAY OVERTIME AND DOUBLE-TIME WAGES IN**
7 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198 AND**
8 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11070 SUBD. 3**

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

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

18 50. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and Aggrieved Employees working more than eight hours in a day
20 or more than forty hours in a workweek, at the rate of time and one-half for all hours worked in
21 excess of eight hours in a day or more than forty hours in a workweek.

22 51. The applicable Wage Order further provides that Defendants are and were
23 required to pay Plaintiff and Aggrieved Employees working more than twelve hours in a day,
24 overtime/double-time compensation at a rate of two times their regular rate of pay and required
25 to pay Plaintiff and Aggrieved Employees at a rate of two times their regular rate of pay for
26 hours worked in excess of eight hours on the seventh consecutive day of a work in a workweek.

27 52. An employee’s regular rate of pay includes all remuneration for employment
28 paid to, or on behalf of, the employee.

1 53. California Labor Code section 510 codifies the right to overtime compensation at
2 one and one-half times the regular rate of pay for hours worked in excess of eight hours in a day
3 or forty hours in a week or for the first eight hours worked on the seventh day of work, and to
4 overtime compensation at twice the employee's regular rate of pay for hours worked in excess
5 of twelve hours in a day or in excess of eight hours in a day on the seventh day of work.

6 54. At all relevant times, Defendants failed to pay all overtime wages owed to
7 Plaintiff and Aggrieved Employees. During the relevant time period, Plaintiff and other
8 Aggrieved Employees were not paid overtime or double-time premiums for all of the hours they
9 worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of forty
10 hours in a week, and/or for the seventh consecutive day of work, sometimes because all hours
11 that they worked were not recorded, and other times because they were simply not paid for all
12 hours that were recorded and/or worked. As a result, Plaintiff believes the hours he and other
13 Aggrieved Employees worked may not have been properly recorded and/or paid, and therefore,
14 Plaintiff and other Aggrieved Employees may not have been properly compensated for all hours
15 that were recorded and/or worked.

16 55. Additionally, Plaintiff and Aggrieved Employees have been subject to
17 Defendants' control during pre-shift and post-shift times, as well as during unpaid meal periods
18 resulting in unpaid overtime or double-time where they are not getting paid, which, when
19 working overtime or double-time eligible shifts results in underpaid overtime or double-time
20 compensation. Based on information and belief, not all recorded work hours were paid because
21 of inaccurate timekeeping policies and practices. As a result, Plaintiff believes the hours he and
22 other Aggrieved Employees worked may not have been properly recorded and/or paid, and
23 therefore, Plaintiff and other Aggrieved Employees may not have been properly compensated
24 for all hours that were recorded and/or worked.

25 56. Defendants knew or should have known that, as a result of their policies,
26 practices and/or procedures, Plaintiff and other Aggrieved Employees were at times performing
27 their assigned duties off-the-clock, were subject to control of Defendants, and/or were suffered
28 or permitted to perform work for which they were not paid. Defendants also knew, or should

1 have known, that they did not compensate Plaintiff and other Aggrieved Employees for off-the-
2 clock work or all hours worked. Because Plaintiff and other Aggrieved Employees sometimes
3 worked shifts longer than eight hours a day, more than forty hours a week, and/or seven
4 consecutive days, some of the off-the-clock work qualified for overtime or double-time
5 premium pay. At other times, Defendants simply did not pay for all the hours that were
6 recorded. Therefore, Plaintiff and other Aggrieved Employees were not paid overtime or
7 double-time wages for all of the overtime or double-time hours they actually worked.
8 Defendants' failure to pay Plaintiff and other Aggrieved Employees the balance of overtime or
9 double-time compensation, as required by California law, violates the provisions of Labor Code
10 sections 510 and 1198 and Wage Order No. 7.

11 57. Plaintiff is further informed and believes, and thereon alleges, that Plaintiff and
12 other Aggrieved Employees have worked shifts and have then been on-call on the same day and
13 that those combined hours worked have exceeded eight or twelve hours in a day and that
14 Defendants have not paid Plaintiff and other Aggrieved Employees at an overtime or double-
15 time rate of pay for all hours worked in excess of eight or twelve hours in a day. In other words,
16 Defendants have not compensated Plaintiff and other Aggrieved Employees for on-call hours at
17 the appropriate overtime or double-time rate when Plaintiff's and other Aggrieved Employees'
18 cumulative hours worked (i.e., regular and/or on-call hours worked combined) have exceeded
19 eight or twelve hours in a day or forty hours in a workweek. Furthermore, Defendants' regular
20 rate of pay for calculating overtime and/or double-time wages may not have included all
21 required remunerations or the correct calculation. During times when Plaintiff and other
22 Aggrieved Employees worked overtime or double-time or on-call or both, Defendants did not
23 pay all overtime and/or double-time wages by paying a lower overtime and/or double-time rate
24 than required by California law.

25 58. Defendants have further failed to compensate Plaintiff and other Aggrieved
26 Employees at the appropriate overtime rate for on-call hours worked in excess of forty hours
27 worked in a given workweek. Defendants' failure to pay Plaintiff and other Aggrieved
28 Employees the balance of overtime or double-time compensation, as required by California law,

1 violates the provisions of Labor Code sections 510 and 1198 and Wage Order No. 7.

2 59. Based on the foregoing, Plaintiff and other Aggrieved Employees are entitled to
3 recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections
4 510 and 1198 and Wage Order No. 7, pursuant to Labor Code sections 558, 1194, and/or
5 2699(a), (f), and (g).

6 **FAILURE TO PAY MINIMUM WAGES IN**
7 **VIOLATION OF LABOR CODE SECTIONS 223, 1182.12, 1194, 1197, 1197.1 AND 1198**
8 **AND CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11070 SUBD. 4**

9 60. At all relevant times, California Labor Code sections 223, 1182.12, 1194, 1197,
10 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
11 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
12 fixed is unlawful. Compensable work time defined in Wage Order No. 7 as "the time during
13 which an employee is subject to the control of an employer and includes all the time the
14 employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs.
15 tit. 8, § 11070(2)(G) (defining "Hours Worked").

16 61. Defendants have not paid for all the time Plaintiff and Aggrieved Employees
17 have worked throughout the day including all time spent working through meal periods and/or
18 any other time in the day when the employees were performing work tasks subject to the control
19 of Defendants. Plaintiff and other Aggrieved Employees are subjected to Defendants' control
20 pre-shift, post-shift, and throughout the workday, even during unpaid periods of the workday
21 such as unpaid meal periods.

22 62. Defendants also have had a policy of not paying Plaintiff and Aggrieved
23 Employees for all hours worked throughout the day, including, but not limited to before shifts
24 start, after shifts end, and/or any other time in the day when the employees were performing
25 work tasks, subject to the control of Defendants.

26 63. To the extent that the off-the-clock work and/or recorded hours did not qualify
27 for overtime or double-time premium payment, Defendants did not pay at least minimum wages
28 for those hours worked off-the-clock or that were recorded but not paid in violation of Labor

Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and Wage Order No. 7. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (g).

**FAILURE TO PROVIDE MEAL PERIODS IN
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11070 SUBD. 11**

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

65. 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 hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six 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. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012).

66. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. The wage order's meal period requirement is satisfied if "the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period." *Brinker Rest. Corp.*, 53 Cal. 4th at 1036.

67. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours per day, and if one is not provided, pay an employee one additional hour of pay at the employee's regular rate of compensation, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the

1 first meal period was not waived.

2 68. Plaintiff is informed and believes, and thereon alleges, that Defendants prevented
3 Plaintiff and other Aggrieved Employees from taking all timely, uninterrupted meal periods,
4 including second meal periods, to which they were entitled. As a result of these policies and/or
5 practices, Plaintiff and other Aggrieved Employees continued to perform their assigned duties
6 without being able to take timely, compliant meal periods. Plaintiff and other Aggrieved
7 Employees had to work through part or all of their meal periods, had their meal periods
8 interrupted, and/or had to wait extended periods of time before taking meal periods. Moreover,
9 Defendants' policies and/or practices of communicating with employees regarding work-related
10 matters as well as directing employees to continue working and/or return to work during meal
11 periods resulted in employees not receiving timely, uninterrupted thirty-minute meal periods.

12 69. Defendants knew or should have known that as a result of these policies and/or
13 practices, Plaintiff and other Aggrieved Employees were prevented from being relieved of all
14 duties and required to perform some of their assigned duties during meal periods and that they
15 did not receive timely meal periods. As a result, Plaintiff and other Aggrieved Employees had to
16 work through all or part of their meal periods, have their meal periods interrupted, and/or wait
17 extended periods of time before taking meal periods.

18 70. Defendants have failed to provide meal periods to Plaintiff and other Aggrieved
19 Employees. As a matter of policy and practice, Defendants have not provided Plaintiff and other
20 Aggrieved Employees with full thirty-minute meal periods for each day worked where they are
21 free from Defendants' required duties and control. Defendants have subjected Plaintiff and other
22 Aggrieved Employees to control and demanding duties throughout their workday, even during
23 times which should constitute uninterrupted duty-free meal periods. Defendants encourage
24 employees to stay working at the jobsite or near the equipment and to respond to company
25 and/or client inquiries and/or remain under employer control. Defendants encourage employees
26 to stay working and/or under employer control.

27 71. Defendants also engaged in a systematic, company-wide policy and/or practice of
28 not properly training Plaintiff and other Aggrieved Employees on their entitlement to meal

1 period premium payments resulting from meal period violations. As such, Plaintiff was unaware
2 of when meal period premiums were owed to him. Accordingly, Plaintiff and other Aggrieved
3 Employees did not receive all meal period premium wages owed when compliant meal periods
4 were not provided. To the extent that Defendants did pay meal period premium wages to
5 Aggrieved Employees, such payments were admissions of their failure to provide meal periods.
6 Based upon information and belief, to the extent employees should or were paid bonuses or
7 incentives, those payments have not been included in Defendants' regular rate of compensation
8 for calculating meal period premiums and has resulted in an underpayment of meal period
9 premium wages.

10 72. Accordingly, Defendants failed to provide all meal periods and/or pay all meal
11 period premiums in violation of Labor Code sections 226.7, 512, and 1198 and Wage Order No.
12 7. Plaintiff and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees,
13 costs, and interest, pursuant to Labor Code sections 226.7, 512, 558, 1198, and 2699(a), (f), and
14 (g).

15 **FAILURE TO PROVIDE REST PERIODS IN**
16 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 1198 AND**
17 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11070 SUBD. 12**

18 73. At all relevant times herein set forth, California Labor Code sections 226.7 and
19 1198, and the applicable IWC Wage Order were applicable to Plaintiff and Aggrieved
20 Employees' employment by Defendants.

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

27 75. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to provide rest periods under Labor
2 Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any
3 control over how employees spend their break time, and relieve their employees of all duties —
4 including the obligation that an employee remain on call. A rest period, in short, must be a
5 period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).
6 Pursuant to California Labor Code section 226.7(c) and the applicable IWC Wage Order,
7 Plaintiff and Aggrieved Employees are entitled to recover from Defendants one additional hour
8 of pay at their regular rates of compensation for each workday that a required rest period was
9 not provided.

10 76. Moreover, upon information and belief, Defendants have also engaged in a
11 systematic, company-wide practice and/or policy of not paying rest period premiums owed
12 when rest periods are not provided. Thus, Defendants denied Plaintiff and Aggrieved
13 Employees rest periods and failed to pay them rest period premium wages due, in violation of
14 Labor Code section 226.7 and the applicable IWC Wage Order.

15 77. As with meal periods, Defendants’ policies and/or practices prevented Plaintiff
16 and other Aggrieved Employees from being relieved of all duties to take compliant rest periods.
17 As a result, Plaintiff and other Aggrieved Employees would frequently work shifts in excess of
18 three and one-half hours, in excess of six hours, and/or in excess of ten hours without receiving
19 all uninterrupted ten-minute rest periods to which they were entitled.

20 78. Defendants have failed to authorize and permit rest periods to Plaintiff and other
21 Aggrieved Employees. As a matter of policy and practice, Defendants have not provided
22 Plaintiff and other Aggrieved Employees with net ten-minute rest periods for each day worked
23 where they are free from Defendants’ required duties and control. Defendants have subjected
24 Plaintiff and other Aggrieved Employees to control and demanding duties throughout their
25 workday, even during times which should constitute uninterrupted duty-free rest periods.
26 Defendants encourage employees to stay working at the jobsite or near the equipment and to
27 respond to company and/or client inquiries and/or remain under employer control. Defendants
28 encourage employees to stay working and/or under employer control.

79. Defendants also engaged in a systematic, company-wide policy and/or practice of not properly training Plaintiff and other Aggrieved Employees on their entitlement to rest period premium payments resulting from rest period violations. As such, Plaintiff was unaware of when rest period premiums were owed to him. Accordingly, Plaintiff and other Aggrieved Employees did not receive all rest period premium wages owed when compliant rest periods were not provided. To the extent that Defendants did pay rest period premium wages to Aggrieved Employees, such payments were admissions of their failure to provide rest periods. Based upon information and belief, to the extent employees were paid bonuses or incentives, those payments have not been included in Defendants' regular rate of compensation for calculating rest period premiums and has resulted in an underpayment of rest period premium wages.

80. Accordingly, Defendants failed to provide all rest periods and/or pay all rest period premiums in violation of Labor Code sections 226.7, and 1198 and Wage Order No. 7. Plaintiff and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 1198, and 2699(a), (f), and (g).

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN
VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226(a) AND 1198**

81. Labor Code section 226(a) requires employers to make, keep and furnish true, accurate, and complete employment records. Defendants have not provided Plaintiff and other Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements without the need to establish injury. *Lopez v. Friant & Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) ("a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1).") Rather, 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

1 fails to keep the required records pursuant to Section 226(a).

2 82. Defendants have provided Plaintiff and other Aggrieved Employees with
3 incomplete and inaccurate wage statements. Specifically, Defendants violated, among others,
4 Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Defendants did not record all
5 the hours Plaintiff and other Aggrieved Employees worked while off-the-clock and did not pay
6 all hours recorded, Defendants did not list the correct amount of gross wages earned by Plaintiff
7 and other Aggrieved Employees in compliance with Section 226(a)(1). Similarly, Defendants
8 failed to list the correct amount of net wages earned by Plaintiff and other Aggrieved Employees
9 in violation of Section 226(a)(5). Defendants have also failed to accurately list the total hours
10 worked by Plaintiff and other Aggrieved Employees for work performed while off-the-clock in
11 violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and
12 the corresponding number of hours worked in violation of Section 226(a)(9). The total regular,
13 overtime, double-time, and on-call hours listed in Defendants' wage statements, when added
14 together, do not add up to the total hours worked by the employee during the pertinent time
15 period. Likewise, Defendants provide wage statements which do not properly itemize the total
16 hours worked because Defendants itemize the incorrect number of hours work or an
17 undecipherable number of hours worked or both. Without additional information regarding the
18 wage statement and undecipherable codes, an employee cannot simply 'arrive at the sum of
19 hours worked.' Thus, Defendants' wage statements do not comply with Labor Code section
20 226(a)(2). Additionally, because Defendants did not calculate other Aggrieved Employees'
21 regular rate of pay correctly for purposes of paying overtime, and/or double-time, and/or
22 premium wages, Defendants did not list the correct amount of gross wages and net wages
23 earned by other Aggrieved Employees in violation of Sections 226(a)(1) and (5). Defendants
24 also failed to correctly list all applicable hourly rates in effect during the pay period, namely,
25 correct overtime and/or double-time rates of pay and correct rates of pay for meal and rest
26 premium wages, in violation of Section 226(a)(9). Defendants have failed to properly itemize
27 the regular, overtime, double-time, and on-call rates in effect during each pay period and the
28 corresponding number of hours worked, making it difficult, if not impossible, to determine the

1 correct pay rate promptly and easily with the corresponding hours and pay. Plaintiff's and other
2 Aggrieved Employees' wage statements incorrectly show the regular rate, overtime rate, the
3 double-time rate, and/or the on-call rate and incorrectly show regular rate, overtime rate, the
4 double-time rate, and/or the on-call hours at a different number of hours than worked by the
5 employee during the pay period. Thus, if the employee were to add together the hours listed in
6 the line items for regular, overtime, double-time, and on-call hours, the total is incorrect because
7 it exceeds the total number of hours actually worked by the employee during the pay period. As
8 such, Defendants' wage statements do not comply with Labor Code section 226(a)(9) which
9 requires an itemized statement to show "all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each hourly rate by the employee."
11 The coding on Defendants' wage statements cannot be said to clearly engage the employee's
12 use of simple math to understand the rates of pay and total hours worked itemized on the wage
13 statements. Defendants' wage statements here have confused and misled Plaintiff and the
14 Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is
15 compounded by the fact that Defendants do not itemize the total hours worked on the wage
16 statements. Furthermore, because Defendants failed to pay all meal period and rest period
17 premiums to Plaintiff and other Aggrieved Employees, Defendants did not list the correct
18 amount of gross wages and net wages earned by Plaintiff and other Aggrieved Employees in
19 violation with Section 226(a)(1). For the same reason, Defendants failed to list the correct
20 amount of net wages earned by Plaintiff and other Aggrieved Employees in violation of Section
21 226(a)(5).

22 83. Because Defendants have failed to provide, among other things, the accurate
23 number of total hours worked, gross wages earned, net wages earned, and the applicable hourly
24 rates in effect during the pay period and the corresponding number of hours worked on wage
25 statements, Plaintiff and other Aggrieved Employees have been prevented from verifying, solely
26 from information on the wage statements themselves, that they were paid correctly and in full,
27 and were given confusing and/or incomplete information about their employer. Instead, Plaintiff
28 and other Aggrieved Employees have had to look to sources outside of the wage statements

1 themselves and reconstruct time records to determine whether in fact they were paid correctly
2 and the extent of underpayment.

3 84. Plaintiff and other Aggrieved Employees are therefore entitled to recover
4 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 226(a), 226.3,
5 and/or 2699(a), (f), and (g).

6 **FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS IN**
7 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1174(d) AND 1198 AND**
8 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11070 SUBD. 7**

9 85. At all times relevant herein set forth, Labor Code section 1174(d) provides that
10 "[e]very person employing labor in this state shall ... [k]eep a record showing the names and
11 addresses of all employees employed and the ages of all minors" and "[k]eep, at a central
12 location in the state or at the plants or establishments at which employees are employed, payroll
13 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
14 units earned by and any applicable piece rate paid to, employees employed at the respective
15 plants or establishments..." Labor Code section 1174.5 provides that employers are subject to a
16 \$500 civil penalty if they fail to maintain accurate and complete records as required by Section
17 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
18 Defendants wilfully failed to maintain accurate payroll records for Plaintiff and other Aggrieved
19 Employees showing the daily hours they worked and the wages paid as a result of failing to
20 record all hours worked and/or failing to correctly list the gross wages and/or net wages earned
21 by them in violation of Labor Code section 1174(d).

22 86. Labor Code section 1198 provides that the maximum hours of work and the
23 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
24 the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any
25 employees for longer hours than those fixed by the order or under conditions of labor prohibited
26 by the order is unlawful." Pursuant to the applicable Wage Order, employers are required to
27 keep accurate time records showing when the employee begins and ends each work period and
28 meal period. Cal. Code Regs. tit. 8, § 11070, subd. 7. During the relevant time period,

1 Defendants failed, on a company-wide basis, to keep accurate records of shift and meal period
2 start and stop times for Plaintiff and other Aggrieved Employees, in violation of Section 1198
3 and Wage Order No. 7.

4 87. Because Defendants failed to provide, among other things, the accurate number
5 of total hours worked, gross wages earned, net wages earned, the applicable hourly rates in
6 effect during the pay period and the corresponding number of hours worked on wage statements,
7 Plaintiff and other Aggrieved Employees have been prevented from verifying, solely from
8 information on the wage statements themselves, that they were paid correctly and in full and
9 were given confusing and/or incomplete information about their employer. Instead, Plaintiff and
10 other Aggrieved Employees have had to look to sources outside of the wage statements
11 themselves and reconstruct time records to determine whether in fact they were paid correctly
12 and the extent of underpayment, thereby causing them injury.

13 88. Plaintiff and other Aggrieved Employees are therefore entitled to recover
14 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or
15 2699(a), (f), and (g).

16 **FAILURE TO MAINTAIN ACCURATE TIME RECORDS IN**
17 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 1198 AND CALIFORNIA**
18 **CODE OF REGULATIONS TITLE 8, SECTION 11070 SUBDIVISION 7**

19 89. At all times relevant herein set forth, California Labor Code section 1198
20 provides that the maximum hours of work and the standard conditions of labor shall be those
21 fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section
22 1198 further provides that "[t]he employment of any employees for longer hours than those
23 fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to
24 the applicable IWC Wage Order, employers are required to keep accurate time records showing
25 when the employee begins and ends each work period and meal period. Cal. Code Regs. Tit. 8,
26 § 11070(7)(A).

27 90. During the relevant time period, Defendants failed, on a company-wide basis, to
28 keep accurate records of shift and meal period start and stop times for Plaintiff and other

Aggrieved Employees, in violation of Section 1198 and Wage Order No. 7.

91. Because Defendants failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Plaintiff 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 and were given confusing and/or incomplete information about their employer. Instead, Plaintiff 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.

92. Plaintiff and other Aggrieved Employees are therefore entitled to recover penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

**FAILURE TO PAY WAGES DURING EMPLOYMENT IN
VIOLATION OF LABOR CODE SECTION 204**

93. At all times relevant herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and the fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and the twenty-sixth day of the month during which the labor was performed.

94. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth 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 first and the tenth day of the following month.

95. At all times relevant herein, Labor Code section 204 provides 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, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages

1 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
2 calendar days following the close of the payroll period.

3 96. At all relevant times herein, Defendants failed to pay Plaintiff and other
4 Aggrieved Employees all wages due to them, including, but not limited to, overtime wages,
5 double-time wages, and/or meal and rest period premium wages, within any time period
6 specified by Labor Code section 204.

7 97. Plaintiff and other Aggrieved Employees are entitled to recover penalties,
8 attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and
9 (g).

10 **FAILURE TO PAY WAGES UPON TERMINATION IN**
11 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201, 202 AND 203**

12 98. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
13 that if an employer discharges an employee, the wages earned and unpaid at the time of
14 discharge are due and payable immediately, and that if an employee voluntarily leaves his or her
15 employment, his or her wages shall become due and payable not later than seventy-two hours
16 thereafter, unless the employee has given seventy-two hours previous notice of his or her
17 intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 99. Defendants wilfully failed to pay Plaintiff and other Aggrieved Employees who
20 are no longer employed by Defendants all their earned wages at the time of discharge, or within
21 seventy-two hours of their leaving Defendants' employ in violation of California Labor Code
22 sections 201-203. For example, Plaintiff was untimely paid Plaintiff's final wages after being
23 terminated.

24 100. Furthermore, Defendants did not pay Plaintiff and other Aggrieved Employees
25 who are no longer employed by Defendants all their earned wages, at the time of discharge, or
26 within seventy-two hours of their leaving Defendants' employ including, but not limited to,
27 overtime wages, double-time wages, minimum wages, and/or meal period and rest period
28 premium wages.

101. Defendants' failure to pay Plaintiff and Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employment, violates Labor Code sections 201, 202, and 203. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF
EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 2810.5**

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

103. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

104. During the relevant time period, Defendants failed to provide a written notice to Plaintiff and Aggrieved Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C) on a company-wide basis.

105. On information and belief, Defendants failed to provide Plaintiff and Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1). Defendants produced Plaintiff's personnel file and a portion of Plaintiff's

1 employment records. Absent from Plaintiff's personnel file and employment records was a
2 Section 2810.5 notice containing all the requisite information.

3 106. Defendants' failure to provide Plaintiff and Aggrieved Employees with written
4 notice of basic information regarding their employment with Defendants, such as the rate(s) of
5 pay and rate(s) for overtime, is in violation of Labor Code section 2810.5.

6 107. Plaintiff and Aggrieved Employees are therefore entitled to recover civil
7 penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and
8 (g).

9 **REQUIRING AGREEMENT TO TERMS AND/OR CONDITIONS PROHIBITED BY**
10 **LAW IN VIOLATION OF LABOR CODE SECTION 432.5**

11 108. At all times herein set forth, the Investigative Consumer Reporting Agencies Act,
12 Civil Code sections 1786, *et seq.* ("ICRAA"), mandated several requirements prior to and
13 following an employee background check, including but not limited to, identifying an
14 appropriate reasons for the background check, a separate consent form with required disclosures
15 and certain formatting requirements, additional forms such as a summary of rights, as well as
16 proper notice of adverse actions taken, among other statutory requirements. A violation of
17 ICRAA results in a violation of Labor code section 432.5, which provides that "[n]o employer,
18 or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for
19 employment to agree, in writing, to any term or condition which is known by such employer, or
20 agent, manager, superintendent, or officer thereof to be prohibited by law."

21 109. In violation of Labor Code section 432.5, Defendants have required Plaintiff and
22 other Aggrieved Employees to undergo background checks that they knew or should have
23 known were unlawful. For example, upon information and belief, Defendants have required
24 Plaintiff and other Aggrieved Employees to agree in writing to unlawful background checks that
25 have failed to abide by the requirements set forth in ICRAA. Defendants have not provided
26 Plaintiff and other Aggrieved Employees with, among other things, a separate ICRAA written
27 notice of the intent to obtain a background check report; a notice that is clear, conspicuous, and
28 in writing; a document that consists solely of the required disclosure; a notice that states the

1 nature and scope of the information requested pursuant to ICRAA; and a summary of the
2 employee's rights pursuant to ICRAA.

3 110. Defendants' required agreement to terms and conditions prohibited by law and
4 failure to provide the items required by ICRAA violates Labor Code section 432.5. Plaintiff and
5 other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees,
6 costs, and interest pursuant to Labor Code sections 2699(a), (f), and (g).

7 **REQUESTING SALARY HISTORY INFORMATION IN**
8 **VIOLATION OF LABOR CODE SECTION 432.3**

9 111. Pursuant to Labor Code section 432.3(b), an employer shall not, orally or in
10 writing, personally or through an agent, seek salary history information, including compensation
11 and benefits, about an applicant for employment.

12 112. During the relevant time period, Defendants have asked applicants for
13 employment, including Plaintiff and other Aggrieved Employees, for salary history information,
14 including compensation, as part of the application process in violation of Labor Code section
15 432.3(b).

16 113. As a result of Defendants' violations of Labor Code section 432.3, Plaintiff and
17 other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and
18 interest pursuant to Labor Code sections 2699(a), (f), and (g).

19 **FAILURE TO PAY VACATION PAY AT TERMINATION IN**
20 **VIOLATION OF LABOR CODE SECTION 227.3**

21 114. Pursuant to Labor Code section 227.3, whenever a contract of employment or
22 employer policy provides for paid vacations, and an employee is terminated without having
23 taken the employee's vested vacation time, all vested vacation time shall be paid to the
24 employee as wages at the employee's final rate of pay in accordance with such contract of
25 employment or employer policy respecting eligibility or time served; provided, however, that an
26 employment contract or employer policy shall not provide for forfeiture of vested vacation time
27 upon termination.

28 115. In violation of Labor Code section 227.3, Defendants implemented a policy and

1 practice that has denied Plaintiff and other Aggrieved Employees of their vacation pay at their
2 final rates of pay at termination.

3 116. As a result of Defendants' violations of Labor Code section 227.3, Plaintiff and
4 other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and
5 interest pursuant to Labor Code sections 2699(a), (f), and (g).

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES IN VIOLATION OF**
7 **CALIFORNIA LABOR CODE SECTIONS 2800 AND 2802 AND CALIFORNIA CODE**
8 **OF REGULATIONS TITLE 8, SECTION 11070 SUBD. 9**

9 117. At all times relevant, Labor Code section 2802 requires employers to pay for all
10 necessary expenditures and losses incurred by the employee in the performance of their job. The
11 purpose of Labor Code section 2802 is to prevent employers from passing off the cost of doing
12 business and operating expenses onto their employees. *Cochran v. Schwan's Home Serv., Inc.*,
13 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 7-2001,
14 provides that: "[w]hen tools or equipment are required by the employer or are necessary to the
15 performance of a job, such tools and equipment shall be provided and maintained by the
16 employer, except that an employee whose wages are at least two (2) times the minimum wage
17 provided herein may be required to provide and maintain hand tools and equipment customarily
18 required by the trade or craft." Cal. Code Regs. tit. 8 § 11070, subd. 9(B).

19 118. Defendants, on an organization-wide basis, required Plaintiff and other
20 Aggrieved Employees to use their own hand tools or other equipment and these hand tools and
21 other equipment have been necessary to the performance of Plaintiff's and other Aggrieved
22 Employees' jobs. Defendants have not provided and maintained such hand tools and other
23 equipment.

24 119. As a result of Defendants' violation of Labor Code section 2802 and the
25 applicable wage order, Plaintiff and other Aggrieved employees have incurred necessary
26 business-related expenses and costs that Defendants have not fully reimbursed, including but not
27 limited to payments for hand tools and equipment customarily required by Plaintiff and other
28 Aggrieved Employees' trade or craft.

120. Defendants' policy, practice, and/or procedure of passing operating costs onto Plaintiff and other Aggrieved Employees violates Labor Code section 2802 and the applicable wage order, and Plaintiff and other Aggrieved Employees are therefore entitled to recover penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

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

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or Aggrieved Employees: 510 and 1198 (by failing to pay all overtime and double-time compensation); 223, 1182.12, 1194, 1197, 1197.1 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), and 1198 (by failing to provide all meal periods); 226.7 and 1198 (by failing to provide all rest periods); 226(a) and 1198 (by failing to provide accurate wage statements); 1174(d), 1198 and California Code of Regulations, Title 8, section 11070(7) (by failing to maintain accurate and complete payroll records); 1198 and California Code of Regulations, Title 8, section 11070(7) (by failing to maintain accurate and complete time records); 204 (by failing timely to pay all earned wages during employment); 201, 202, and 203 (by failing timely to pay all earned wages upon termination); 2810.5 (by failing timely to provide written notice of material terms of employment); 432.5 (by requiring employees to agree to unlawful background checks); 432.5 (by asking for salary history information); 227.3 (by failing to pay vacation pay at termination); and 2800 and 2802 and California Code of Regulations, Title 8, section

1 11070(9) (by failing to reimburse necessary business related expenses);

2 3. For civil penalties pursuant to California Labor Code sections 226.3, 558,
3 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code
4 sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 227.3, 432.3, 432.5, 510, 512(a),
5 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5as well as all
6 applicable IWC Wage Orders;

7 4. For attorneys' fees and costs pursuant to California Labor Code sections 1194(a),
8 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
9 Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 432.3, 432.5, 510, 512(a),
10 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5;

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

12 6. For such other and further relief as the Court may deem equitable and
13 appropriate.

14
15 Dated: January 27, 2022

Respectfully submitted,

16 Law Offices of Mark Yablonovich

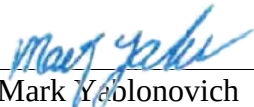
17
18 By: 
19 Mark Yablonovich
20 Tony Roberts
21 Attorneys for Plaintiff Dylan Wallen
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EXHIBIT 1

Wallen v. United Rentals (North America), Inc., et al.

LAW OFFICES OF
MARK YABLONOVICH
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BEVERLY HILLS, CALIFORNIA 90212-2511
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November 23, 2021

VIA ONLINE SUBMISSION

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

Subject: *Dylan Wallen v. United Rentals (North America), Inc. and United Rentals, Inc.*

Dear PAGA Administrator:

This law firm represents Dylan Wallen (“Mr. Wallen”) in connection with his claims under the California Labor Code against his former employers United Rentals (North America), Inc. and United Rentals, Inc. (collectively “United Rentals”).

The employers may be contacted directly:

United Rentals (North America), Inc.
9606 East Firestone Boulevard
Downey, California 90241

United Rentals, Inc.
100 First Stamford Place, Suite 700
Stamford, Connecticut 06902

Mr. Wallen intends to seek civil penalties, attorneys’ fees, costs, and all other available relief for United Rentals’ violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Wallen seeks relief on behalf of himself, the State of California, and other persons who are or were employed by United Rentals in California as non-exempt, hourly-paid employees and who received or should have received at least one wage statement during the relevant time period which begins one year prior to the date of this notice (“Aggrieved Employees”). Mr. Wallen sends this letter in compliance with the notice and reporting requirements of Labor Code section 2699.3.

United Rentals employed Mr. Wallen from approximately September 11, 2017, to approximately July 2, 2021, as a non-exempt, hourly-paid service tech employee out of United Rentals’ Salida, California. Mr. Wallen typically worked approximately eight to twelve hours or more per workday, five to seven days per week, and up to forty hours or more per week. His job duties included, but were not limited to, equipment installation, removal, repair, and on-site monitoring.

United Rentals committed one or more of the following Labor Code violations against Mr. Wallen and/or the Aggrieved Employees, the facts and theories of which follow, making him an

Re: *Dylan Wallen v. United Rentals (North America), Inc. et al.*
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“aggrieved employee” pursuant to California Labor Code section 2699(c):¹

United Rentals’ Company-Wide and Uniform Payroll and Human Resources Practices

United Rentals is the largest equipment rental companies in the world, with a store network nearly three times the size of any other provider. United Rentals also provides specialty solutions including trench safety, power and HVAC, fluid, tool, portable storage and modular space solutions. Upon information and belief, United Rentals maintains a centralized Human Resources department in California for all non-exempt, hourly-paid employees working for United Rentals in California, including Mr. Wallen and other Aggrieved Employees. At all relevant times, United Rentals issued and maintained uniform, standardized policies, practices and/or procedures for all non-exempt, hourly-paid employees in California, including Mr. Wallen and other Aggrieved Employees, regardless of their location, position or job duties.

Upon information and belief, United Rentals maintains a centralized payroll department which processes payroll for all non-exempt, hourly-paid employees working for United Rentals in California, including Mr. Wallen and other Aggrieved Employees. Further, United Rentals issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their location, position, or manner in which each employee’s employment ended. United Rentals’ centralized payroll department processes payroll for all non-exempt, hourly-paid employees in the same manner throughout California. In other words, United Rentals has utilized the same methods and formulas when calculating wages and any other remunerations owed to Mr. Wallen and other Aggrieved Employees in California.

Violation of California Labor Code Sections 510 and 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 3

California Labor Code sections 510 and 1198 and California Code of Regulations Title 8, section 11070 (“Wage Order No. 7”),² require employers to pay employees working more than eight hours in a day, more than forty hours in a workweek, or for the first eight hours on the seventh consecutive day of work at the rate of time-and-one-half times the regular rate of pay for all hours worked in excess of eight hours in a day, in excess of forty hours in a workweek, and during the first eight hours on the seventh consecutive day of work. The applicable Wage Order further provides that employers are required to pay employees working more than twelve hours

¹ These facts, theories, and claims are based on Mr. Wallen’s experience and counsel’s review of those records currently available relating to Mr. Wallen’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, typically because the aggrieved employee was not aware of the law’s requirements and/or the employer’s obligations, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations. Thus, Mr. Wallen reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

² To the extent any other Wage Order applies to any of the claims in this letter, such as Wage Order 4, United Rentals also violated those wage orders.

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in a day or in excess of eight hours on the seventh consecutive day overtime compensation at a rate of two times their regular rate of pay.

United Rentals failed to pay all overtime wages owed to Mr. Wallen and other Aggrieved Employees. During the relevant time period, Mr. Wallen and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight (or twelve) hours in a day, in excess of forty hours in a week, and/or for the seventh consecutive day of work (or in excess of eight hours on the seventh consecutive day of work), sometimes because all hours that they worked were not recorded, and other times because they were simply not paid for all hours that were recorded and/or worked. Aggrieved Employees have been subject to United Rentals' control during pre-shift and post-shift times, as well as during unpaid meal periods resulting in unpaid overtime where they are not getting paid, which, when working overtime-eligible shifts, results in underpaid overtime compensation. Based on information and belief, not all recorded work hours were paid because of inaccurate timekeeping policies and practices. As a result, Mr. Wallen believes the hours he and other Aggrieved Employees worked may not have been properly recorded and/or paid, and therefore, Mr. Wallen and other Aggrieved Employees may not have been properly compensated for all hours that were recorded and/or worked.

United Rentals knew or should have known that, as a result of its policies, practices and/or procedures, Mr. Wallen and other Aggrieved Employees were at times performing their assigned duties off-the-clock (and/or unrecorded), were subject to control of United Rentals, and/or were suffered or permitted to perform work for which they were not paid. United Rentals also knew, or should have known, that it did not compensate Mr. Wallen and other Aggrieved Employees for off-the-clock work or all hours worked. Because Mr. Wallen and other Aggrieved Employees sometimes worked shifts longer than eight or twelve hours a day, more than forty hours a week, and/or seven consecutive days (or in excess of eight hours on the seventh consecutive day), some of the unrecorded work qualified for overtime premium pay. At other times, United Rentals simply did not pay for all the hours that were recorded. Therefore, Mr. Wallen and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked. United Rentals' failure to pay Mr. Wallen and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198 and the applicable Wage Order.

Whenever Mr. Wallen and other Aggrieved Employees have worked a shift and then on call on the same day and those hours worked have exceeds eight hours worked combined, United Rentals has not paid Mr. Wallen and other Aggrieved Employees at an overtime rate of pay for all hours worked in excess of eight or twelve hours in a day. United Rentals has also failed to compensate Mr. Wallen and other Aggrieved Employees at the appropriate overtime rate for on-call hours worked in excess of forty hours in a given workweek. In other words, United Rentals has not compensated Mr. Wallen and other Aggrieved Employees for on-call hours at the appropriate overtime rate when Mr. Wallen's and other Aggrieved Employees' cumulative hours worked (i.e., regular and/or on call hours worked combined) have exceeded eight or twelve hours in a day or forty hours in a workweek.³

³ Furthermore, United Rentals' regular rate of pay for calculating overtime wages may not have

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Based on the foregoing, Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections 510 and 1198 and the applicable Wage Order, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and California Code of Regulations Title 8, Section 11070, Section F Subdivision 4

Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission ("IWC"). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by the applicable Wage Order 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, § 11070, subd. 2(K) (defining "Hours Worked").

United Rentals has not paid for all the time Mr. Wallen and Aggrieved Employees have worked throughout the day including all time in the workday when the employees were performing work tasks subject to the control of United Rentals. Mr. Wallen and other Aggrieved Employees are subjected to United Rentals' control pre-shift, post-shift, and throughout the workday.

To the extent that the off-the-clock work and/or recorded hours did not qualify for overtime premium payment, United Rentals did not pay at least minimum wages for those hours worked off-the-clock or that were recorded but not paid in violation of Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order. Mr. Wallen and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 225.5,⁴ 1194, 1197.1 and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 226.7, 512(a), and 1198 and California Code of Regulations Title 8, Section 11070 Subdivisions 11 and 12

Labor Code sections 226.7, 512(a) and 1198 and the applicable Wage Order require employers to provide meal periods and rest periods and to pay employees one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable Wage, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted duty-free and control-free

included all required remunerations or the correct calculation. During times when Mr. Wallen and other Aggrieved Employees worked overtime or on call or both, United Rentals did not pay all overtime wages by paying a lower overtime rate than required by California law.

⁴ Labor Code section 2699.3(c) permits aggrieved employees, including Mr. Wallen, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including section 225.5.

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meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six 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 no later than the end of an employee's fifth hour of work. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012); *see also* Cal. Code Regs. tit. 8, § 11070, subd. 11. Labor Code sections 226.7 and 512(a) also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours in a day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was taken.

Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable IWC Wage Order. The applicable 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 (3½) hours. Cal. Code Regs. tit. 8, § 11070, subd. 12. To comply with its obligation to provide rest periods under Labor Code section 226.7 and the applicable 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).

United Rentals has failed to provide meal periods and authorize and permit rest periods to Mr. Wallen and other Aggrieved Employees. As a matter of policy and practice, United Rentals has not provided Mr. Wallen and other Aggrieved Employees with full 30-minute meal periods and net 10-minute rest periods for each day worked where they are free from United Rentals' required duties and control. United Rentals' companywide policy has been that due to the nature of Mr. Wallen's and the Aggrieved Employees' job duties meal periods and rest periods must be taken on duty and paid at the hourly rate. United Rentals has subjected Mr. Wallen and other Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods and meal periods. United Rentals encourages employees to stay working at the jobsite or near the equipment and to respond to company and/or client inquiries and/or remain under employer control, as opposed to encouraging the rest and nourishment meal periods and rest periods are designed to provide.

United Rentals knew or should have known that as a result of its policies and/or practices, Mr. Wallen and other Aggrieved Employees were prevented from being relieved of all duties and employer control and required to perform some of their assigned duties during meal periods and rest periods and that they did not receive timely meal periods and rest periods. As a result, Mr. Wallen and other Aggrieved Employees have had to work through all or part of their meal periods and rest periods, have their meal periods and rest periods interrupted, and/or have waited extended periods of time before taking meal periods and rest periods.

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United Rentals has also engaged in a systematic, company-wide policy and/or practice of not properly training Mr. Wallen and other Aggrieved Employees on their entitlement to meal period and rest period premium payments resulting from meal period and rest period violations. Mr. Wallen and other Aggrieved Employees have been unaware of when meal period and/or rest period premiums were owed to them. Based upon information and belief, Mr. Wallen and other Aggrieved Employees have not received all meal period and/or rest period premium wages owed when compliant meal periods and rest periods have not been provided. To the extent that United Rentals did pay meal period and/or rest period premium wages to Mr. Wallen and other Aggrieved Employees, such payments were admissions of its failure to provide compliant meal periods and rest periods.⁵

Accordingly, United Rentals has failed to provide all meal periods and rest periods and/or pay all meal period and rest period premiums, in violation of Labor Code sections 226.7, 512, and 1198 and the applicable Wage Order. Mr. Wallen and other Aggrieved Employees are therefore entitled to civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 558 and/or 2699(a), (f), and (g).

Violation of California Labor Code Section 226(a)

Labor Code section 226(a) requires employers to keep and furnish accurate and complete employment records. United Rentals has not provided Mr. Wallen and other Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements without the need to establish injury. *Lopez v. Friant & Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) ("a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1)."). Rather, 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).

Labor Code section 226(c) provides as follows: "An employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction."

United Rentals has provided Mr. Wallen and other Aggrieved Employees with incomplete and inaccurate wage statements. Specifically, United Rentals has violated, among others, Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because United Rentals has not recorded all the

⁵ Furthermore, based upon information and belief, to the extent employees should or were paid bonuses or incentives, those payments have not been included in United Rentals' regular rate of compensation for calculating meal period and/or rest period premiums and has resulted in an underpayment of meal period and/or rest period premium wages.

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hours Mr. Wallen and other Aggrieved Employees worked and/or pay all hours recorded, United Rentals has not listed the correct amount of gross wages and net wages earned by Mr. Wallen and other Aggrieved Employees in compliance with Sections 226(a)(1) and (5), respectively. United Rentals also has not accurately listed the total hours worked by Mr. Wallen and other Aggrieved Employees for work performed while off-the-clock in violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked in violation of Section 226(a)(9).

In addition, the total regular, overtime, double-time, and on-call hours listed in United Rentals' wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent time period. Likewise, United Rentals provides wage statements which do not properly itemize the total hours worked because United Rentals itemizes the incorrect number of hours work or an undecipherable number of hours worked or both. Without additional information regarding the wage statement and undecipherable codes, an employee cannot simply 'arrive at the sum of hours worked.' Thus, United Rentals' wage statement do not comply with Labor Code section 226(a)(2).

United Rentals has knowingly and intentionally failed to properly itemize the regular, overtime, double-time, and on-call rates in effect during each pay period and the corresponding number of hours worked, making it impossible to determine the correct pay rate promptly and easily with the corresponding hours and pay. Mr. Wallen's and the Aggrieved Employees' wage statements incorrectly show the regular rate, overtime rate, the doubletime rate, and/or the on-call rate and incorrectly show regular rate, overtime rate, the doubletime rate, and/or the on call hours at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular, overtime, double-time, and on-call hours, the total is incorrect because it exceeds the total number of hours actually worked by the employee during the pay period. As such, United Rentals' wage statements do not comply with Labor Code section 226(a)(9) which requires an itemized statement to show "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." The coding on United Rentals' wage statements cannot be said to clearly engage the employee's use of simple math to understand the rates of pay and total hours worked itemized on the wage statements. United Rentals' wage statements here have confused and misled Mr. Wallen and the Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is compounded by the fact that United Rentals does not itemize the total hours worked on the wage statements.

Furthermore, because United Rentals has failed to pay all meal period and rest period premiums to Mr. Wallen and other Aggrieved Employees, United Rentals has not listed the correct amount of gross wages and net wages earned by Mr. Wallen and other Aggrieved Employees in violation of Sections 226(a)(1) and (5).

Because United Rentals has failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Mr.

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Wallen 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, and were given confusing and/or incomplete information about their employer. Instead, Mr. Wallen 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.

Mr. Wallen requested United Rentals to produce his employment records pursuant to Section 226(c), which requires an employer to produce records within 21 days and Section 1198.5 which requires an employer to produce records within 30 days. United Rentals did not fully comply with this request because, among other things, a notice under Section 2810.5 was not provided. Labor Code section 2699.3(c) permits aggrieved employees, including Mr. Wallen, to recover civil penalties for Labor Code sections 226(c) and 1198.5 violations.

Mr. Wallen and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections 226(a), 226(c) and 1198.5, pursuant to Labor Code sections 226.3 and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 1174(d) and 1198, and California Code of Regulations Title 8, Section 11070 Subdivision 7

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, United Rentals has willfully failed to maintain accurate payroll records for Mr. Wallen and other Aggrieved Employees showing the daily hours they have worked and the wages paid as a result of failing to record all hours worked and/or failing to correctly list the gross wages and/or net wages earned by them in violation of Labor Code section 1174(d).

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 Orders. 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 Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period, as well as total daily hours. Cal. Code Regs. tit. 8, § 11070, subd. 7. During the relevant time period, United Rentals failed, on a company-wide basis, to keep accurate records of shifts and meal period start and stop times and total daily hours for Mr. Wallen and other Aggrieved Employees, in violation of Labor Code section 1174(d) and the applicable Wage Order.

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Due to United Rentals' failure to maintain accurate payroll and time records, Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

Violation of California Labor Code Section 204

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. 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, 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 calendar days following the close of the payroll period.

During the relevant time period, United Rentals did not pay Mr. Wallen and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, doubletime wages, minimum wages, and/or meal period and rest period premium wages, within the time periods specified by Labor Code section 204.

Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 201, 202, and 203

Labor Code sections 201-202⁶ 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 their employment, their wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

United Rentals has failed to pay Mr. Wallen and other Aggrieved Employees who are no longer employed by United Rentals all their earned wages at the time of discharge, or within seventy-two hours of their leaving United Rentals' employment, in violation of Labor Code sections 201-202.

Furthermore, United Rentals has not paid Mr. Wallen and other Aggrieved Employees who are

⁶ Mr. Wallen also asserts Section 203, which is enumerated in Section 2699.5, to the extent applicable.

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no longer employed by United Rentals all their earned wages, at the time of discharge, or within seventy-two hours of their leaving United Rentals' employment, including, but not limited to, overtime wages, minimum wages, on call wages, vacation pay, and/or meal period and rest period premium wages.

As a result of United Rentals' violations of Labor Code sections 201-202, Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 203 and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 1198 and 2810.5(a)(1)

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

On information and belief, United Rentals failed to provide Mr. Wallen and other Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1). United Rentals produced Mr. Wallen's personnel file and a portion of his employment records. Absent from Mr. Wallen's personnel file and employment records was a Section 2810.5 notice containing all the requisite information. United Rentals' failure to provide Mr. Wallen and other Aggrieved Employees with written notice of basic information regarding their employment with United Rentals, such as a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Mr. Wallen and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 432.5

The Labor Code places procedural and substantive limits on employers' abilities to conduct employee background checks and on how employers can use the information they obtain through those background checks. The Investigative Consumer Reporting Agencies Act, Civil Code

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sections 1786, *et seq.* (“ICRAA”), mandates several requirements prior to and following an employee background check, including but not limited to, identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, as well as proper notice of adverse actions taken, among other statutory requirements. A violation of ICRAA results in a violation of Labor Code section 432.5. Under Labor Code section 432.5, “[n]o employer... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” Mr. Wallen and the Aggrieved Employees have been required by United Rentals to undergo background checks in violation of California law. Among other things, ICRAA, Civil Code section 1786.16, requires as follows:

(B) The person procuring or causing the report to be made provides a clear and conspicuous disclosure in writing to the consumer at any time before the report is procured or caused to be made in a document that consists solely of the disclosure, that:

- (i) An investigative consumer report may be obtained.
 - (ii) The permissible purpose of the report is identified.
 - (iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.
 - (iv) Identifies the name, address, and telephone number of the investigative consumer reporting agency conducting the investigation.
 - (v) Notifies the consumer in writing of the nature and scope of the investigation requested, including a summary of the provisions of Section 1786.22.
 - (vi) Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency identified in clause (iv), or, if the agency has no Internet Web site address, the telephone number of the agency, where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories and information that complies with subdivision (d) of Section 1786.20.
- This clause shall become operative on January 1, 2012.

Upon information and belief, United Rentals has required Mr. Wallen and other Aggrieved Employees to submit to unlawful background checks. Upon information and belief, United Rentals has required Mr. Wallen and other Aggrieved Employees to agree in writing to unlawful background checks which have failed to abide by the requirements set forth in ICRAA. For example, United Rentals has not provided Mr. Wallen and the Aggrieved Employees with, among other things, a separate ICRAA written notice of the intent to obtain a background check report; a notice that is clear, conspicuous, and in writing; a document that consists solely of the disclosure; a notice that states the nature and scope of the information requested pursuant to ICRAA; and, a summary of the employee’s rights pursuant to ICRAA.

By having Mr. Wallen and other Aggrieved Employees sign off on the illegal background checks, United Rentals has also violated Labor Code section 432.5.

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As a result of United Rentals' violations of Labor Code section 432.5, Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 432.3

Labor Code section 432.3(b) provides that an employer shall not, orally or in writing, personally or through an agent, seek salary history information, including compensation and benefits, about an applicant for employment.

United Rentals has asked applicants, including Mr. Wallen and other Aggrieved Employees, salary history information, including compensation as part of the application process in violation of Labor Code section 432.3.

As a result of United Rentals' violations of Labor Code section 432.3, Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 227.3

Pursuant to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having used the employee's vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.

United Rentals has implemented a policy and practice that has denied Mr. Wallen and the Aggrieved Employees of their vacation pay at their final rates of pay at termination. And, United Rentals has failed to pay Mr. Wallen as well as the Aggrieved Employees their vacation pay at their final rates of pay at termination.

As a result of United Rentals' violations of Labor Code section 227.3, Mr. Wallen and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 2802 and California Code of Regulations Title 8, Section 11070 Subdivision 9

Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of their job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). Wage Order No. 7 provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be

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provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” Cal. Code Regs. tit. 8 § 11070, subd. 9(B).

United Rentals has required Mr. Wallen and other Aggrieved Employees to use their own hand tools or equipment and these hand tools and equipment have been necessary to the performance of Mr. Wallen’s and other Aggrieved Employees’ jobs. Despite this, United Rentals has not provided and maintained such hand tools and equipment.

Mr. Wallen and other Aggrieved Employees have incurred necessary business-related expenses and costs that United Rentals has not fully reimbursed, including but not limited to payments for hand tools and equipment customarily required by Mr. Wallen’s and other Aggrieved Employees’ trade or craft. Furthermore, United Rentals has not paid Mr. Wallen and other Aggrieved Employees at least two (2) times the minimum wage even though United Rentals, on a company-wide basis and without reimbursement, has required Mr. Wallen and other Aggrieved Employees to utilize their own hand tools and equipment.

United Rentals’ policy, practice, and/or procedure of passing its operating costs on to Mr. Wallen and other Aggrieved Employees violates Labor Code sections 2800 and 2802 and the applicable wage order. Mr. Wallen and other Aggrieved Employees are entitled to recover penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 558(a)

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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”⁷ 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.” United Rentals, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Wallen’s and other Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth herein.

Pursuant to Labor Code section 2699(f) and the other Labor Code sections as set forth above, Mr. Wallen seeks recovery of applicable civil penalties. In the alternative to the penalties above, Mr. Wallen seeks penalties pursuant to Labor Code section 558 for violations pursuant to this

⁷ Mr. Wallen does not seek to recover any unpaid wages that are provided for in Section 558(a). He only seeks civil penalties allowed by PAGA. *See ZB, NA v. Super. Ct. (Lawson)*, 8 Cal. 5th 175 (2019).

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Page 14 of 15

chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Labor Code sections 558(a)(1) and 558(a)(2) should such provision be applicable.

* * *

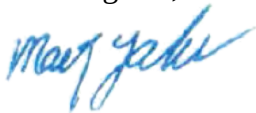
Accordingly, Mr. Wallen seeks the remedies set forth above for himself, the State of California, and all other Aggrieved Employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), and 2699.5, Mr. Wallen, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other Aggrieved Employees, and the State of California against United Rentals for violations of California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 432.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Wage Orders, as well as sections 225.5, 226(c), 1198.5, 2810.5, which are 'curable' violations pursuant to section 2699.3(c)(2)(A).

Therefore, on behalf of all Aggrieved Employees, Mr. Wallen seeks all applicable civil penalties and other available relief related to these violations of the California Labor Code pursuant to PAGA.

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

Mark Yablonovich
Tony Roberts
LAW OFFICES OF MARK YABLONOVICH
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
(310) 286-0246
Mark@Yablonovichlaw.com
Tony@Yablonovichlaw.com

Best Regards,



Mark Yablonovich

Copy to: Corporation Service Company dba CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Agent for service of process for United Rentals (North America), Inc.
United Rentals (North America), Inc.
Via U.S. Certified Mail

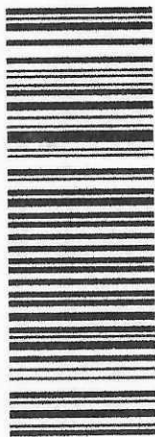
Re: *Dylan Wallen v. United Rentals (North America), Inc. et al.*
November 23, 2021
Page 15 of 15

United Rentals (North America), Inc.
9606 East Firestone Boulevard
Downey, California 90241
Via U.S. Certified Mail

United Rentals, Inc.
100 First Stamford Place, Suite 700
Stamford, Connecticut 06902
Via U.S. Certified Mail

MARK YABLONOVICH

9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511



7014 1200 0001 5878 8628

B97764.25
\$7.73 0
US POSTAGE
FIRST-CLASS
06250012374044
FROM 90212

Corporation Service Company dba CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Agent for service of process for United Rentals (North America), Inc.
United Rentals (North America), Inc.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Postmark Here

Sent to
CSC-Lawyers Inc. Svs. - Agent
Street, Apt. No. or PO Box No. 2710 Gate-Way Oaks Dr. St 150N
City, State, ZIP+4 Sacramento, CA 95833

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

CSC-Lawyers Incorporating
Service
2710 Gateway Oaks Drive
Suite 150N
Sacramento, CA 95833



9590 9402 6814 1074 3630 65

2. Article Number (Transfer from service label)

7014 1200 0001 5878 8628

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent

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:

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

LAW OFFICES OF
MARK YABLONOVICH
 9595 WILSHIRE BOULEVARD, SUITE 900
 BEVERLY HILLS, CALIFORNIA 90212-2511



7014 1200 0001 5878 8635

United Rentals (North America), Inc.
 9606 East Firestone Boulevard
 Downey, California 90241

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\$7.73 0
 US POSTAGE
 FIRST-CLASS
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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Here

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 or PO Box No. 9606 East Firestone Blvd
 City, State, ZIP+4 Downey CA 90241

PS Form 3800, August 2006

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.

1. Article Addressed to:
United Rentals (N.A.) Inc.
9606 East Firestone Boulevard
Downey, CA 90241



9590 9402 6814 1074 3630 58

2. Article Number (Transfer from service label)

7014 1200 0001 5878 8635

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

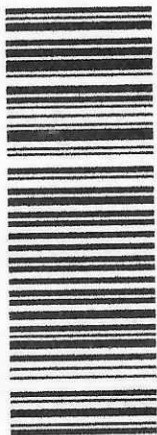
COMPLETE THIS SECTION ON DELIVERY

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	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)
-----------------	--

Domestic Return Receipt

LAW OFFICES OF
MARK YABLONOVICH
 9595 WILSHIRE BOULEVARD, SUITE 900
 BEVERLY HILLS, CALIFORNIA 90212-2511



7014 1200 0001 5878 8642

B97764.23
\$7.730
 US POSTAGE
 FIRST CLASS
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 FROM 90212

United Rentals, Inc.
 100 First Stamford Place, Suite 700
 Stamford, Connecticut 06902

U.S. Postal Service™
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Postage	\$
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To United Rentals Inc.
 Street, Apt. No.,
 or PO Box No. 100 First Stamford Pl. #700
 City, State, ZIP+4 Stamford Ct 06902

PS Form 3800, August 2006 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.

1. Article Addressed to:
United Rentals Inc.
100 First Stamford Place
Suite 700
Stamford, Connecticut 06902

2. Article Number (Transfer from service label)
7014 1200 0001 5878 8642

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:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery™
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)
☐ Insured Mail Restricted Delivery

Domestic Return Receipt