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Attorneys for Plaintiff,
LOURDES RANGAL on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

LOURDES RANGAL, an individual, on behalf) Case No.: 23CV00786
of herself, all aggrieved employees, and the)
State of California as a Private Attorneys)
General,)

Plaintiff,

REPRESENTATIVE ACTION

vs.

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 et seq.**

CATHOLIC CHARITIES OF THE DIOCESE
OF SANTA ROSA, a California non-profit
corporation and DOES 1-50, inclusive,

Defendant.

Plaintiff LOURDES RANGAL brings this PAGA representative action complaint on
behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff LOURDES RANGAL worked as an hourly, nonexempt employee for
Defendant CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA and Does 1-50

1 (collectively “Defendant”). Plaintiff LOURDES RANGAL worked for Defendant on an hourly,
2 non-exempt basis as a Service Navigator until August 19, 2022. Plaintiff brings this action
3 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*,
4 on a representative basis. All current and former hourly, nonexempt employees of Defendant
5 within one year of serving notice on the LWDA to the present are aggrieved employees.

6 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
7 willful and intentional employment practices and policies. Plaintiff brings this representative
8 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
9 California, based upon the claims articulated below. Plaintiff provided notice of her claims
10 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
11 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
12 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
13 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
14 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

15 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
16 worked, including overtime hours worked; (2) failing to pay minimum wage; (3) failing to include
17 all earnings in regular rate of pay to calculate overtime; (4) failing to pay wages owed twice per
18 month; (5) failing to pay wages due upon termination; (6) failing to provide rest breaks; (7) failing
19 to provide uninterrupted meal breaks; (8) failing to reimburse for required business expenses; (9)
20 failing to provide place of employment that is safe and healthful; (10) failing to provide potable
21 drinking water; (11) failing to provide accurate itemized wage statements. Defendant is therefore
22 liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act
23 (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

24 THE PARTIES

25 4. Plaintiff LOURDES RANGAL is a resident of the State of California and worked for
26 Defendant as a Service Navigator until August 19, 2022.

5. Defendant CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA is a California non-profit corporation authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Sonoma, State of California.

6. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

8. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

9. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 11. During the relevant time-period, Defendant committed various violations of the
3 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
4 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

5 12. This representative action represents over one hundred current and former aggrieved
6 employees.

7 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
8 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
9 numerous Labor Code sections, as set forth more fully below.

10 14. Plaintiff and all current and former hourly, nonexempt employees in California within
11 one year of filing this action to the present are aggrieved employees within the meaning of Labor
12 Code 2699, *et seq.* (See Labor code §2699(c).)

13 15. Defendant, and each of them, has committed the following violations of the California
14 Labor Code:

15 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

16 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order)

17 16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporate said paragraphs herein by reference.

19 17. The Wage Orders define “hours worked” as “the time during which an employee is
20 subject to the control of an employer, and including all the time the employee is suffered or
21 permitted to work, whether or not required to do so.” Defendant has been engaged in many
22 unlawful employment practices which resulted in underpayment for hours worked each pay period,
23 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
24 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
25 month.

26 18. Plaintiff and aggrieved employees were frequently required to perform tasks for their
27 employer for which they were not paid. Defendant used an inefficient timekeeping method that
28 required employees to load a portal onto a computer or smartphone which took 2-5 minutes each

1 time. Plaintiff and aggrieved employees also frequently had meal periods interrupted with work
2 during which time they were not paid.

3 19. Plaintiff and aggrieved employees have been employed under conditions prohibited by
4 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
5 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

6 **Failure to Pay Minimum Wage**

7 (Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

8 20. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporate said paragraphs herein by reference.

10 21. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
11 to suffer or permit a California employee to work without paying wages at the proper minimum
12 wage for all time worked as required by the applicable IWC Wage Order.

13 22. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
14 result of Defendant's practices described above, in addition to failure to pay meal and rest period
15 penalty wages. Based on Defendant's unlawful conduct described above, and because Plaintiff and
16 the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all
17 hours worked, including overtime, resulted in a payment of less than the minimum wage for all
18 hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Defendant
19 is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

20 **Failure to Include All Earnings in Regular Rate of Pay to Calculate Overtime**

21 (Cal. Labor Code §§200, 207, 218, 510, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*)

22 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 24. Pursuant to Labor Code §200(a) "'Wages' includes all amounts for labor performed by
25 employees of every description, whether the amount is fixed or ascertained by the standard of time,
26 task, piece, commission basis, or other method of calculation."

27 25. Defendant paid additional wages including nondiscretionary bonuses and additional
28 wages for being bilingual to Plaintiff and aggrieved employees but failed to include the additional

1 pay when calculating the regular rate of pay for purposes of calculating overtime. It is well
2 established that these additional earnings increase the employee's "regular rate" of pay for
3 purposes of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing
4 the hours worked in a week by all the compensation earned for that week. When an employee is
5 later paid a bonus or paid a higher rate of pay (such as a bonus or additional pay for being bilingual)
6 that is partly due to work performed in that week, this additional pay must be added into the total
7 compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco*
8 *Wholesale Corp.* (2008) 169 CA4th 804, 807.)

9 26. Defendant did not make any adjustments to overtime rates to incorporate the additional
10 pay, and this failure is reflected in Plaintiff and aggrieved employees' paystubs. Plaintiff and other
11 employees have been denied "the unpaid balance of the full amount of this... overtime
12 compensation" as required by Cal. Labor Code. §1194. Additionally, Defendant has violated Cal.
13 Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at
14 sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation of the
15 labor code to fail to comply with a wage order. Defendant is liable for civil penalties pursuant to
16 Cal. Labor Code §558 and 2698 *et seq.*

17 **Failure to Pay All Wages Owed Twice Per Month**

18 (Cal. Labor Code §§204, 210, and 2698 *et seq.*)

19 27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
20 incorporate said paragraphs herein by reference.

21 28. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
22 twice during each calendar month pursuant to Labor Code §204(a).

23 29. Defendant failed to pay all wages earned to employees as a result of the unlawful
24 employment policies and practices discussed herein. As a result of these practices, employees were
25 underpaid for hours worked, including overtime and penalty wages, and this underpayment
26 resulted in a failure to pay all wages owed twice per month.

27 30. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
28 for failure to pay wages as required by law.

1 **Failure to Pay Wages Due Upon Termination**

2 (Cal. Labor Code §§201, 202, 203, 256 and 2698 *et seq.*)

3 31. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 32. An employee who is discharged must be paid all of his or her wages immediately at
6 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant
7 knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time
8 employment terminated. Defendant willfully failed to pay employees who are no longer employed
9 by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201
10 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
11 days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties
12 pursuant to Cal. Lab. Code § 2698 *et. seq.*

13 **Failing to Provide Rest Breaks**

14 (Cal. Lab. Code §§1198, Wage Order)

15 33. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 34. Defendant has failed to maintain a compliant rest period policy and practice that
18 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
19 that she and her coworkers frequently missed breaks because of inadequate staffing. Plaintiff was
20 frequently the only person working in her position and unable to leave her post for any breaks, and
21 Defendant failed to provide enough staff to relieve Plaintiff and employees for breaks. There was
22 also no rest break area so even when employees were on break, they were interrupted with work.
23 Plaintiff says rest breaks were missed almost daily.

24 35. Rest periods were either less than ten minutes, not provided, interrupted or late, “on
25 duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
26 prescribed by California law because Defendant: (1) did not account for all hours worked that were
27 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
28 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately

1 inform and train employees about when, where and how to take timely and uninterrupted ten-
2 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
3 uninterrupted ten-minute rest breaks; (5) because management at various levels, affecting all
4 hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break
5 policy; and/or (6) because there was no break area provided to allow for uninterrupted breaks.

6 36. Legally Compliant Bathrooms. Rest breaks did not comply with state laws as required
7 by Labor Code §226.7 because the bathrooms provided were not clean and often were missing seat
8 covers, toilet paper, and soap.

9 37. California Labor Code §2350 requires employers to provides that “[e]very factory,
10 workshop, mercantile or other establishment in which one or more persons are employed, shall be
11 kept clean and free from the effluvia arising from any drain or other nuisance, and shall be
12 provided, within reasonable access, with a sufficient number of toilet facilities for the use of the
13 employees.” Defendant violated §2350 by failing to provide bathrooms for employees. Defendant
14 further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities.

15 38. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times,
16 operational, maintained in a clean and sanitary condition, and kept in good repair. Written records
17 of service and maintenance shall be maintained and retained for two years.” Labor Code §6712
18 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair
19 at all times, including written records of that service and maintenance.” Moreover, “any employer
20 who fails to provide the facilities required by the field sanitation standard shall be assessed a civil
21 penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code
22 §6712. Further, the public policy of the State of California as codified, expressed and mandated in
23 Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps
24 to provide a safe and secure workplace. Unfortunately, bathrooms in Defendant’s workplaces non-
25 compliant with minimum standards.

26 39. Defendant failed to pay Plaintiff and similarly situated employees the premium
27 compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest
28 periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period

1 violations occurred often, however no rest period penalty pay is listed on any paystubs. Pursuant
2 to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited
3 by the order is unlawful.” Accordingly, because Defendant violated Wage Order provisions
4 requiring rest breaks, Defendant violated §1198. As a result of these violations, Defendant is liable
5 for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim,
6 Plaintiff alleges that pay statements were inaccurate, failing to include required rest period
7 penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under
8 Cal. Labor Code §§ 558 and 2698 *et. seq.*

9 **Failure to Provide Uninterrupted Meal Breaks**

10 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

11 40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporate said paragraphs herein by reference.

13 41. During Plaintiff’s employment, Defendant failed to maintain a compliant meal period
14 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
15 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not
16 employ an employee for a work period of more than five hours per day without providing the
17 employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o
18 employer shall require an employee to work during any meal... period mandated by an applicable
19 order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in
20 pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the
21 meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor
22 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

23 42. Plaintiff and aggrieved employees consistently missed meal breaks, and when they
24 were provided, they were often short, late, or interrupted. Plaintiff was frequently the only person
25 working in her position and unable to leave her post for any breaks, including meal breaks, and
26 Defendant failed to provide enough staff to relieve Plaintiff and employees for meal breaks. There
27 was also no rest break area so even when employees were on a meal break, they were interrupted
28 with work. Plaintiff says meal breaks were missed regularly, at least three times per week.

1 43. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
2 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
3 (2) did not adequately inform and train employees about their rights to meal periods and premium
4 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
5 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
6 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
7 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
8 refused to offer, permit, or enforce a lawfully compliant meal period policy, and/or (6) because
9 Defendant used invalid meal period waivers; and/or (7) because the break area was located
10 unreasonably far from employee work areas. Plaintiff and aggrieved employees were not paid a
11 premium payment, paid as an hour's wage at the regular rate of pay when meal periods were not
12 given to them in compliance with California law. Defendant is liable for civil penalties pursuant
13 to Cal. Labor Code §2698 *et seq.*

14 **Failure to Reimburse For Required Business Expenses**

15 (Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

16 44. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 45. Labor Code §2802 requires employers to indemnify employees for necessary
19 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
20 Plaintiff and aggrieved employees are required to use their personal cell phones for work related
21 communications, and were further required to download and use a timekeeping app. Defendant
22 did not reimburse them for this required use of their personal phones. Accordingly, Defendant is
23 liable for civil penalties under PAGA §2699 *et seq.*

24 **Failure to Provide a Place Of Employment That Is Safe And Healthful**

25 (Cal. Lab. Code §§6400, 6401, 6402, 6403, 6404, 6407, 6409, 2699 *et seq.*, 8 CCR 3202)

26 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 47. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment
2 and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code
3 §6401 provides that “every employer shall furnish and use safety devices and safeguards, and shall
4 adopt and use practices, means, methods, operations, and processes which are reasonably adequate
5 to render such employment and place of employment safe and healthful. Every employer. Pursuant
6 to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any
7 employment or place of employment which is not safe and healthful. Cal. Labor Code §6403
8 states that no employer shall fail or neglect to provide and use safety devices and safeguards
9 reasonably adequate to render the employment and place of employment safe, or to adopt and use
10 methods and processes reasonably adequate to render the employment and place of employment
11 safe, or to do every other thing reasonably necessary to protect the life, safety, and health of
12 employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place
13 of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
14 employer and every employee shall comply with occupational safety and health standards,
15 with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders
16 pursuant to this division which are applicable to her own actions and conduct. Cal. Labor Code
17 §6409.6 discusses the responsibilities of employers related to Covid-19.

18 48. Defendant failed to timely make changes to the workplace at the onset of COVID.
19 Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2
20 (SARS-CoV-2). Defendant did not provide hand sanitizer or adequate masks for their employees.
21 There was also no effective written covid prevention program. Plaintiff is knowledgeable of
22 numerous COVID outbreaks at the workplace and believes they were due to a lack of COVID
23 safety practices. Defendant never notified employees when they were in close contact with
24 someone who had Covid, as required by the Labor Code. Defendant employed their employees
25 under unsafe conditions violative of Cal-OSHA regulations and the Health and Safety Code.

26 49. As a result of these practices, Defendant has violated Cal. Labor Code §§6400, 6401,
27 6402, 6403, 6404, and 6407, 6409 for failure to provide a safe and healthful environment for their
28

1 Plaintiff and aggrieved employees, as outlined above. Defendant is liable for civil penalties
2 pursuant to Cal. Labor Code §2699 *et seq.*

3 **Failure to Provide Potable Drinking Water**

4 (Cal. Lab. Code §§2441, 2698 *et seq.*)

5 50. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporate said paragraphs herein by reference.

7 51. California Labor Code §2441 requires employers to provide fresh, free, and pure
8 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
9 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and
10 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably
11 cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision
12 of potable drinking water and single-use cups. Plaintiff and aggrieved employees were not
13 provided with potable water. The only water provided was from the sink and was not filtered.

14 52. Pursuant to §2441, “Any violation of this section is punishable for each offense by a
15 fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by
16 imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal.
17 Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation
18 standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for
19 each violation.

20 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record-Keeping**
21 **Requirements**

22 (Cal. Lab. Code §§226, 246, 248, 1174, 1174.5, 2698 *et seq.*)

23 53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 54. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
26 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
27 and keep accurate records as required by §1174(d). Wage statements issued to Plaintiff and
28 aggrieved fail to reflect the actual hours, including overtime hours, worked by employees. Wage

statements also fail to state meal and rest penalty wages, as well as reimbursements for the use of employee cell phones.

55. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to list all the items described above. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

56. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment, legally insufficient meal break waivers.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”) (California Labor Code §2698 *et seq.*)

57. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

58. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

59. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

60. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order);
- b. Failure to Pay Minimum Wage (Cal. Labor Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

- c. Failure to Include All Earnings in Regular Rate of Pay to Calculate Overtime (Cal. Labor Code §§200, 207, 218, 510, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*);
- d. Failure to Pay All Wages Owed Twice Per Month (Cal. Labor Code §§204, 210, and 2698 *et seq.*)
- e. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203, 256 and 2698 *et seq.*)
- f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)
- g. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)
- h. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2698 *et seq.*)
- i. Failure to Provide a Place Of Employment That Is Safe And Healthful (Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 6409, 2699 *et seq.*, 8 CCR 3202)
- j. Failure to Provide Potable Drinking Water (Cal. Labor Code §§2441, 2698 *et seq.*)
- k. Provide Accurate Itemized Wage Statements & Violation of Record-Keeping Requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2698 *et seq.*).

61. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

62. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

63. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay

1 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
2 a civil penalty is not specifically provided.

3 64. Plaintiff and the other current and former employees of Defendant are aggrieved
4 employees. They were or are employed by Defendant, and each of them, and the violations alleged
5 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
6 current and former aggrieved employees.

7 65. At the time of each violation, Defendant employed one or more employees.

8 66. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
9 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
10 determined at trial, pre-judgment interest, costs and attorneys' fees.

11 67. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
12 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
13 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
14 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
15 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
16 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
17 §2699.3, Plaintiff may now pursue her PAGA claims in this action on behalf of aggrieved
18 employees and the State of California.

19 **PRAYER FOR RELIEF**

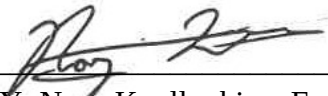
20 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
21 judgement against Defendant as follows:

- 22 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
23 determined at trial, but at least the jurisdictional amount of this Court;
- 24 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
25 and/or other applicable law;
- 26 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
27 law;
- 28 4. Pre-judgement and post-judgement interest as provided by law; and

1 5. Such other and further relief that the Court may deem just and proper.
2

3 DATED: September 29, 2023

KOUL LAW FIRM

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7 BY: Nazo Koulloukian, Esq.
8 Attorneys for Plaintiff LOURDES RANGAL, and
9 all aggrieved employees
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July 26, 2023

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA
987 Airway Court
Santa Rosa, CA 95403

DANIEL GALVIN
640 Third St 2nd Fl.
Santa Rosa, CA 95404

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Lourdes Rangel
Employer: Catholic Charities of the Diocese of Santa Rosa

Dear Sir or Madam:

Claimant Lourdes Rangel has retained Nazo Koulloukian, Esq. of the Koul Law Firm to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, Catholic Charities of the Diocese of Santa Rosa (hereafter referred to as “Employer”). Claimant worked for Employer as a Service Navigator until August 19, 2022.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees were frequently required to perform tasks for their employer for which they were not paid. Employer used an inefficient timekeeping method that required employees to load a portal onto a computer or smartphone which took 2-5 minutes each time. Employees also frequently had meal periods interrupted with work during which time they were not paid.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practices described above, in addition to failure to pay meal and rest period penalty wages. Based on Employer’s unlawful conduct described above, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Include All Earnings in Regular Rate of Pay to Calculate Overtime

(Cal. Labor Code §§200, 207, 218, 510, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*)

Pursuant to Labor Code §200(a) “‘Wages’ includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.”

Employer paid additional wages including nondiscretionary bonuses and additional wages for being bilingual to Claimant and aggrieved employees but failed to include the additional pay

when calculating the regular rate of pay for purposes of calculating overtime. It is well established that these additional earnings increase the employee's "regular rate" of pay for purposes of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus or paid a higher rate of pay (such as a bonus or additional pay for being bilingual) that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.)

Employer did not make any adjustments to overtime rates to incorporate the additional pay, and this failure is reflected in Claimant and aggrieved employees' paystubs. Claimant and other employees have been denied "the unpaid balance of the full amount of this... overtime compensation" as required by Cal. Labor Code. §1194. Additionally, Employer has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation of the labor code to fail to comply with a wage order. Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that she and her coworkers frequently missed breaks because of inadequate staffing. Claimant was frequently the only person working in her position and unable to leave her post for any breaks, and Employer failed to provide enough staff to relieve Claimant and employees for breaks. There was also no rest break area so even when employees were on break, they were interrupted with work. Claimant says rest breaks were missed almost daily.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy; and/or (6) because there was no break area provided to allow for uninterrupted breaks.

Legally Compliant Bathrooms

Rest breaks did not comply with state laws as required by Labor Code §226.7 because the bathrooms provided were not clean and often were missing seat covers, toilet paper, and soap.

California Labor Code §2350 requires employers to provides that “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Employer violated §2350 by failing to provide bathrooms for employees. Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities.

Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, *et seq.* requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, bathrooms in Employer’s workplaces non-compliant with minimum standards.

Employer failed to pay Claimant and similarly situated employees the premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period violations occurred often, however no rest period penalty pay is listed on any paystubs. Pursuant to Labor Code §1198, "the employment of any employee... under conditions of labor prohibited by the order is unlawful." Accordingly, because Employer violated Wage Order provisions requiring rest breaks, Employer violated §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under Cal. Labor Code §§ 558 and 2698 *et. seq.*

Failure to Provide Uninterrupted Meal Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees consistently missed meal breaks, and when they were provided, they were often short, late, or interrupted. Claimant was frequently the only person working in her position and unable to leave her post for any breaks, including meal breaks, and Employer failed to provide enough staff to relieve Claimant and employees for meal breaks. There was also no rest break area so even when employees were on a meal break, they were interrupted with work. Claimant says meal breaks were missed regularly, at least three times per week.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy, and/or (6) because Employer used invalid meal period waivers; and/or (7) because the break area was located unreasonably far from employee work areas. Employees were not paid a premium payment, paid as an hour's wage at the regular rate of pay when meal periods were not given to them in compliance with California law. Employer is liable for civil penalties pursuant to Cal. Labor Code

§2698 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Claimant and aggrieved employees are required to use their personal cell phones for work related communications, and were further required to download and use a timekeeping app. Employer did not reimburse them for this required use of their personal phones. Accordingly, Employer is liable for civil penalties under PAGA §2699 *et seq.*

Failure to Provide a Place Of Employment That Is Safe And Healthful

(Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 6409, 2699 *et seq.*, 8 CCR 3202)

Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that “every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct. Cal. Labor Code §6409.6 discusses the responsibilities of employers related to Covid-19.

Employer failed to timely make changes to the workplace at the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Employers did not provide hand sanitizer or adequate masks for their employees. There was also no effective written covid prevention program. Claimant is knowledgeable of numerous COVID outbreaks at the workplace and believes they were due to a lack of COVID safety practices. Employer never notified employees when they were in close contact with

someone who had Covid, as required by the Labor Code. Employers employed their employees under unsafe conditions violative of Cal-OSHA regulations and the Health and Safety Code.

As a result of these practices, Employers have violated Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, and 6407, 6409 for failure to provide a safe and healthful environment for their Employees, as outlined above. Employers are liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

Failure to Provide Potable Drinking Water

(Cal Labor Code §2441, 2698 *et seq.*)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups. Claimant and aggrieved employees were not provided with potable water. The only water provided was from the sink and was not filtered.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record-Keeping Requirements

(Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). Wage statements issued to Claimant and aggrieved fail to reflect the actual hours, including overtime hours, worked by employees. Wage statements also fail to state meal and rest penalty wages, as well as reimbursements for the use of employee cell phones.

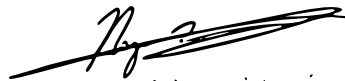
Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to list all the items described above. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment, legally insufficient meal break waivers.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue these claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorneys for Claimant ..