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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MICHELLE SALAZAR, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

REAL TIME STAFFING SERVICES,
LLC dba SELECT STAFFING, a California
Limited Liability Company; DECKERS
OUTDOOR CORPORATION DBA
DECKERS BRANDS, a Delaware
Corporation doing business in California; and
DOES 1 through 50, respectively,

Defendants.

Case No.: **CVRI 2305824**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff MICHELLE SALAZAR (hereinafter "Ms. Salazar" or "Plaintiff") on behalf of
2 herself and all others similarly situated, complain and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein ("Aggrieved Employees") by
6 Defendant REAL TIME STAFFING SERVICES, LLC dba SELECT STAFFING ("Defendant"
7 or "Select Staffing") and Defendant DECKERS OUTDOOR CORPORATION dba DECKERS
8 BRANDS ("Defendant" or "Deckers") (collectively "Defendants").

9 2. The term "RELEVANT TIME PERIOD" or "TIME PERIOD" is defined as one
10 (1) year and 65 days prior to the filing of the complaint. Plaintiff reserves the right to amend this
11 complaint to reflect a different "Time Period" as further discovery is conducted.

12 3. Plaintiff, individually and on behalf of all Aggrieved Employees, seeks relief
13 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
14 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
15 rest periods or premium compensation in lieu thereof; (4) failure to provide accurate itemized
16 wage statements; and (5) failure to pay wages due upon termination of employment.

17 4. At all relevant times herein, Defendant has consistently maintained and enforced
18 the following unlawful policies and practices against Plaintiff:

- 19 (a) Willfully refusing to pay all hours worked, including both regular and overtime
20 wages;
- 21 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
22 lieu thereof;
- 23 (c) Willfully refusing to permit rest periods or providing compensation in lieu
24 thereof;
- 25 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
26 wages; and
- 27 (e) Willfully refusing to pay all wages due upon separation of employment;

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6. Venue is proper in this Judicial district and the County of Riverside because Defendants maintain their locations and transact business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff and members of the proposed class made the subject of this action in the County of Riverside, California.

8. Further, there is no federal question at issue as the issues herein are based solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

A. Plaintiff

B. Defendants

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant REAL TIME STAFFING SERVICES, LLC dba SELECT STAFFING is a California limited liability company that is and/or was the employer of Plaintiff and similarly situated employees

1 during the Relevant Time Period. On information and belief, and based thereon, Plaintiff alleges
2 that Defendant Select Services is registered and doing business in good standing in California.

3 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant
4 DECKERS OUTDOOR CORPORATION dba DECKERS BRANDS is an out of state
5 corporation doing business in California that is and/or was the employer of Plaintiff and similarly
6 situated employees during the Relevant Time Period. On information and belief, and based
7 thereon, Plaintiff alleges that Defendant Deckers is registered and doing business in good standing
8 in California.

9 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
10 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
11 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
12 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
13 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
14 are alter egos, joint employers and conspire with one another to increase profits by engaging in
15 the conduct described in this complaint.

16 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
18 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
19 below was acting, at least in part, within the course and scope of that authority as such agent,
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
21 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
22 are legally attributable to the other Defendants.

23 **PAGA ADMINISTRATIVE PREREQUISITE**

24 14. Plaintiff brings this case as a representative action seeking penalties for the State
25 of California in a representative capacity, as provided by the Private Attorney General Act, Labor
26 Code section 2698 et seq. ("PAGA"), as an aggrieved employee that was employed by Defendant
27 and did not receive all wages due, was not paid minimum wages, was not paid overtime, was not
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provided with accurate wage statements, and was not able to take lawful meal and rest breaks or receive premium compensation in lieu thereof.

15. Prior to filing this complaint, on August 25, 2023, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A.

16. More than sixty-five (65) days have passed since Plaintiff submitted her August 25, 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant’s intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to her August 25, 2023, PAGA notice.

FACTUAL ALLEGATIONS

17. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California’s wage and hour laws for work performed in California. Defendant wrongfully refused to pay Plaintiff and the Aggrieved Employees regular wages, overtime compensation, meal and rest break premiums, and other statutory benefits mandated by California.

18. Throughout the Relevant Time Period, Defendants employed Plaintiff and the Aggrieved Employees in non-exempt positions throughout California. Plaintiff and Aggrieved Employees were employed by Defendant in positions that are paid at an hourly rate less than twice that of the state minimum wage and remain under the direct control and supervision of Defendants. Accordingly, these positions remain non-exempt from California’s wage and hour laws yet Defendants fail to pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-exempt employees as required by law.

19. Plaintiff is informed and believes, and based thereon alleges, that Defendants’ policies and practices described herein are common within the State of California.

1 20. Plaintiff is informed and believes, and based thereon alleges, that at all times
2 herein mentioned, Defendants were advised by skilled lawyers, employees and other
3 professionals who were knowledgeable about California's wage and hour laws, employment and
4 personnel practices, and the requirements of California law.

5 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
7 all hours worked, including minimum, regular, and overtime wages, and that they were not
8 receiving all wages earned for work that was required to be performed. In violation of the Labor
9 Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved Employees earned
10 wages by failing to compensate Plaintiff and Aggrieved Employees the mandatory minimum
11 wage. Defendants also failed to pay Plaintiff and Aggrieved Employees at the requisite overtime
12 and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
13 per workday.

14 22. Plaintiff alleges that Defendants failed to compensate her and Aggrieved
15 Employees at the legally mandated wage rates for all hours worked. Plaintiff and Aggrieved
16 Employees performed work off-the-clock, during overtime periods and during meal periods and
17 regularly and frequently worked beyond the 8th hour of their shift. Plaintiff and Aggrieved
18 Employees frequently worked over eight (8) hours per day and/or forty (40) hours per week.
19 Defendants failed to compensate Plaintiff and Aggrieved Employees the legally mandated
20 overtime rate for all work performed over eight (8) hours per day and/or forty (40) hours per week
21 by, among other things, requiring Plaintiff and Aggrieved Employees to go through security off-
22 the-clock. Defendants imposed on Plaintiff and Aggrieved Employees this uniform policy and
23 procedure requiring employees arrive on site five to ten (5-10) minutes prior to the start of their
24 shifts in order to go through security prior to clocking in. Further, as a condition of their
25 employment, Plaintiff and Aggrieved Employees were obligated to go through a security
26 checkpoint after clocking out. In addition, Defendants required Plaintiff and Aggrieved
27 Employees to go through security after being clocked out for their meal period and upon returning
28 from their meal period. Thus, Plaintiff and Aggrieved Employees were under Defendants' control,

1 supervision, and direction while "off the clock" without compensation. Defendants' uniform
2 policy resulted in failure to pay overtime and/or minimum wage for all worked performed by
3 Plaintiff and Aggrieved Employees. By failing to pay all wages owed to Plaintiff and Aggrieved
4 Employees including failure to pay minimum wage and/or overtime wages, Defendants further
5 failed to pay all earned and unpaid wages to their employees upon separation of employment.

6 23. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
7 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
8 times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in a day
9 were required to be compensated at a rate of two times the employee's base rate of pay.
10 Defendant's failure to provide Plaintiff and Aggrieved Employees any pay whatsoever for off-
11 the-clock hours worked therefore necessarily resulted in overtime violations as well.

12 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
14 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
15 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
16 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
17 of not providing proper meal periods. Plaintiff and Aggrieved Employees missed their meal
18 periods, took them late, or had them interrupted by Defendants. As a condition of their
19 employment, Plaintiff and Aggrieved Employees were obligated to go through a security
20 checkpoint after clocking out. In addition, Defendants required Plaintiff and Aggrieved
21 Employees to go through security after being clocked out for their meal period and upon returning
22 from their meal period. As a result of Defendant's daily work requirements, demands, and
23 unlawful policies, Plaintiff and Aggrieved Employees did not receive all meal periods or payment
24 of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when
25 they did not receive a timely, uninterrupted 30- minute off-duty meal period.

26 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all paid
28 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'

1 regular rate of pay when a rest period was missed, interrupted, or shortened. In violation of the
2 Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of requiring
3 Plaintiff and Aggrieved Employees were obligated to go through a security checkpoint after
4 clocking out. In addition, Defendants required Plaintiff and Aggrieved Employees to go through
5 security after being clocked out for their meal or rest period and upon returning from their meal/
6 rest period. As such, Plaintiff and Plaintiff Class members would be required to end their meal
7 and/or rest break prior to the legal requisite amount of time and go through security prior to the
8 cessation of the legally required time period for their meal and/or rest breaks.

9 26. Due to Defendant's policy and practices which prioritized work tasks over rest
10 period compliance, Plaintiff and Aggrieved Employees missed rest periods, or received them
11 untimely.

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
14 wage statements that accurately showed their actual hours worked, total hours worked, number
15 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per
16 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
17 Aggrieved Employees were not provided with accurate itemized wage statements showing their
18 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
19 total hours work per pay period.

20 28. Defendants also failed to keep accurate payroll records and failed to provide
21 Plaintiff and Aggrieved Employees members with complete and accurate itemized wage
22 statements showing actual hours worked and premium wages earned per pay period due to their
23 failure to pay all wages owed as described herein.

24 29. By failing to include on Plaintiff and Aggrieved Employees' paystubs all owed
25 meal and rest premium pay, and all minimum wage and overtime and double-time owed,
26 Defendant failed to keep accurate payroll records and failed to provide Plaintiff and Aggrieved
27 Employees with complete and accurate wage statements.

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1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
3 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
4 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
5 time periods, upon separation of employment.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
8 **OVERTIME**

9 **(Plaintiff Against All Defendants)**

10 31. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 32. Any work in excess of eight hours in any workday and any work in excess of forty
13 (40) hours in a workweek shall be compensated at a rate of no less than one and one-half times
14 the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 4-2001, Sect.
15 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of
16 twice the regular rate of pay for an employee. (*Ibid.*)

17 33. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
18 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees
19 minimum wage for all hours worked and overtime premium for hours worked in excess of over
20 eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendant.
21 In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and
22 policy of requiring Plaintiff and Aggrieved Employees to go through a security checkpoint after
23 clocking out. In addition, Defendants required Plaintiff and Aggrieved Employees to go through
24 security after being clocked out for their meal period and upon returning from their meal period.
25 As a result of Defendant's daily work requirements, demands, and unlawful policies, Plaintiff and
26 Aggrieved Employees did not receive all meal periods or payment of one (1) additional hour of
27 pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely,
28 uninterrupted 30- minute off-duty meal period.

1 34. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner
2 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
3 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
4 forty (40) hours per week.

5 35. Plaintiff and Aggrieved Employees were also frequently required to work through
6 meal periods for which Defendant required at least thirty (30) minutes be deducted from the time
7 recorded, resulting in additional unpaid wages. Additional time was worked by Plaintiff and
8 Aggrieved Employees that they were not permitted to record on time records also resulting in
9 unpaid wages.

10 36. Since the LWDA has not indicated that it will be investigating more than 65 days
11 since Plaintiff provided notice, and because Defendant took no corrective action to remedy the
12 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
13 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
14 the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each
15 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
16 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

17 37. Plaintiff is informed and believes that Defendant has violated, and continues to
18 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
19 minimum wages and overtime.

20 38. Plaintiff, as a personal representative of the general public, will and does seek to
21 recover any and all penalties for each and every violation shown to exist or to have occurred
22 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
23 otherwise only available to public agency enforcement actions. Funds recovered will be
24 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
25 reimbursed to the LWDA.

26 39. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
27 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
28 interest.

SECOND CAUSE OF ACTION
VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR
PREMIUM COMPENSATION IN LIEU THEREOF
(Plaintiff against All Defendants)

40. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

41. Labor Code sections 226.7 and 512 and IWC Wage Order 4-2001, Sect. 11 provides that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

42. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

43. At all relevant times, Plaintiff and Aggrieved Employees have worked shifts of more than five (5) hours in a workday.

44. The burden to prove that a meal or rest period violation has occurred normally rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138, 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a presumption of meal and rest period violations is created, shifting the burden to the employer to prove that meal and rest period violations did not occur.

45. Defendant failed to schedule non-exempt employees adequately to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive such meal periods within the statutory timeframe. As a condition of their employment, Plaintiff and Aggrieved Employees

1 were obligated to go through a security checkpoint after clocking out. In addition, Defendants
2 required Plaintiff and Aggrieved Employees to go through security after being clocked out for
3 their meal period and upon returning from their meal period. As a result of Defendant's daily
4 work requirements, demands, and unlawful policies, Plaintiff and Aggrieved Employees did not
5 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
6 Employees' regular rate of pay when they did not receive a timely, uninterrupted 30- minute off-
7 duty meal period.

8 46. Defendant denied Plaintiff and Aggrieved Employees duty-free meal periods, as a
9 result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work
10 during their meal periods. In so doing, Defendant has intentionally and improperly denied meal
11 periods to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512
12 and other regulations and statutes.

13 47. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
14 and Aggrieved Employees.

15 48. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
16 than five (5) hours in a workday.

17 49. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
18 worked more than ten (10) hours in a workday.

19 50. Pursuant to Labor Code section 226.7, Plaintiff and Aggrieved Employees are
20 entitled to damages equal to one (1) hour of wages at their regular rate of pay for each missed
21 meal break, in an amount according to proof.

22 51. At all times relevant hereto, Defendant, failed to offer or to schedule non-exempt
23 positions in a manner so as to reasonably provide meal and/or work free meal period as required
24 by Labor Code sections 226.7 and 512.

25 52. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
26 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
27 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
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1 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
2 ascertained according to proof at trial.

3 53. Further, Defendant's failure to maintain accurate records of the meal periods taken
4 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
5 and shifts the burden to Defendant to prove they did not occur.

6 54. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
7 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
8 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
9 as the assessment of any civil penalties against Defendant, and each of them, in a sum as provided
10 by the Labor Code and/or other statutes.

11 55. Since the LWDA has not indicated that it will be investigating and sixty-five (65)
12 days have passed since Plaintiff mailed his letter, and because Defendant took no corrective action
13 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
14 of California, will seek any and all penalties otherwise capable of being collected by the Labor
15 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This
16 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
17 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
18 and 1194.

19 56. Plaintiff, as a personal representative of the general public, will and does seek to
20 recover any and all penalties for each and every violation shown to exist or to have occurred
21 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
22 otherwise only available to public agency enforcement actions. Funds recovered will be
23 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
24 reimbursed to the LWDA.

25 57. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
26 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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THIRD CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
PREMIUM COMPENSATION IN LIEU THEREOF**

(Plaintiff against All Defendants)

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
PREMIUM COMPENSATION IN LIEU THEREOF**

(Plaintiff against All Defendants)

58. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

59. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

60. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide an employee with rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

61. Defendant, and each of them, failed and or refused to implement a relief system by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest periods. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing proper meal periods. Plaintiff and Aggrieved Employees missed their meal periods, took them late, or had them interrupted by Defendants. As a condition of their employment, Plaintiff and Aggrieved Employees were obligated to go through a security checkpoint after clocking out. In addition, Defendants required Plaintiff and Aggrieved Employees to go through security after being clocked out for their meal period and upon returning from their meal or rest period. As a result of Defendant's daily work requirements, demands, and unlawful policies, Plaintiff and Aggrieved Employees did not receive all meal or rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted rest break/

62. Defendant denied Plaintiff and Aggrieved Employees duty free rest periods by interrupting Plaintiff and Aggrieved Employees' rest periods. By and through their actions, Defendant intentionally and improperly denied duty free rest periods to the Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

1 63. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
2 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
3 together in violation of Labor Code section 226.7 and 512.

4 64. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
5 Aggrieved Employees.

6 65. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
7 more than four (4) hours in a workday.

8 66. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
9 and Aggrieved Employees as a result of their routes scheduled by Defendant, Plaintiff and
10 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
11 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
12 ascertained according to proof at trial.

13 67. Plaintiff, by virtue of Plaintiff's employment with Defendant, Defendant's failure
14 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of
15 requiring employees to work through their rest periods without receiving compensation in lieu
16 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
17 satisfied all prerequisites to serve as a representative of the general public to enforce California's
18 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

19 68. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
20 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
21 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
22 as the assessment of any civil penalties against Defendants, and each of them, in a sum as provided
23 by the Labor Code and/or other statutes. Plaintiff, as a representative of the people of the State of
24 California, will seek any and all penalties otherwise capable of being collected by the Labor
25 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
26 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
27 alleged violation of the following provisions: 226.7 and 512.

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69. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

70. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FOURTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Plaintiff against All Defendants)

71. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

72. Labor Code section 226, subdivision (a), states in pertinent part that, "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

73. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the

1 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
2 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
3 Employees.

4 74. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
5 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
6 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
7 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

8 75. Plaintiff, as a personal representative of the general public, will and does seek to
9 recover any and all penalties for each and every violation shown to exist or to have occurred
10 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
11 otherwise only available to public agency enforcement actions. Funds recovered will be
12 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
13 reimbursed to the LWDA.

14 76. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
15 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

16 **FIFTH CAUSE OF ACTION**

17 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

18 **TERMINATION OF EMPLOYMENT**

19 **(Plaintiff against All Defendants)**

20 77. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
21 preceding paragraphs of this complaint as if fully set forth herein.

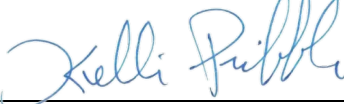
22 78. Plaintiff and certain members of the Aggrieved Employees who ended their
23 employment with Defendant during the Relevant Time Period, were entitled to be promptly paid
24 both minimum wage and lawful overtime compensation and other premiums, as required by Labor
25 Code sections 201 and 203.

26 79. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved
27 Employees wages owed as a result of Defendant's failure to provide meal and/or rest periods as
28 well as pay both minimum and overtime compensation owed for work performed for Defendant.

1 4. For all such other and further relief as the Court may deem just and proper.
2

3 Dated: October 30, 2023

MAHONEY LAW GROUP, APC

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5 _____

6 Kevin Mahoney, Esq.

7 Kelli Pribble, Esq.

8 Attorneys for Plaintiff MICHELLE SALAZAR
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EXHIBIT A



Kelli Pribble, Esq.
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August 25, 2023

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL #

Real Time Staffing Services, LLC
c/o CSC- Lawyers Incorporating Service
Becky Degeorge
2710 Gateway Oaks Drive
Sacramento, CA 95833

VIA CERTIFIED MAIL #

Deckers Outdoor Corporation
c/o CSC- Lawyers Incorporating Service
Becky Degeorge
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: Michelle Salazar v. Real Time Staffing Services, LLC dba Select Staffing, et al.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Real Time Staffing Services, LLC dba Select Staffing; and Deckers Outdoor Corporation dba Deckers Brands

From: Michelle Salazar, on behalf of herself and similarly aggrieved employees who were subject to the Employers' wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Michelle Salazar ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Real Time Staffing Services, LLC dba Select Staffing (“Select Staffing”) provides workers to third-party clients to meet staffing needs. Deckers Outdoor Corporation dba Deckers Brands (“Deckers”) is a footwear designer and distributor. Select Staffing provides employees to Deckers. Employee alleges Select Staffing and Deckers (collectively referred to as “Employers”) violated various sections of the Labor Code, including, but not limited, to sections 201, 201.3 202, 203, 226, 226.3, 226.7, 510, 512, , 1174, 1174.5, 1182.12, 1194, and 1197 by: failing to provide Employee and all other aggrieved employees all wages for all hours worked; failing to pay Employee and all other aggrieved employees minimum wage; failing to pay Employee and all other aggrieved employee overtime wages; failing to authorize and permit Employee and all other aggrieved employees rest periods or premium wages in lieu thereof; failing to provide Employee and all other aggrieved employees with meal periods or premium wages in lieu thereof; and failing to provide Employee and all other aggrieved employees with accurate itemized wage statements.

Employers failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Specifically, Employers maintained a policy and practice of requiring employees to undergo security checks prior to clocking in and after clocking out for their shifts. Employers failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed, in violation of California law. Employers failed to pay all overtime worked at the legally mandated overtime rate. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods. Employers’ conduct is in violation of Labor Code sections 294, 510, and 1194, and is actionable under PAGA.

Employers also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employers maintained a policy and practice of requiring employees to begin their meal periods before being relieved of all duty in violation of IWC Wage Order 4-2001. Employee and aggrieved employees were frequently unable to take an off-duty, 30-minute, uninterrupted meal period before the 5th hour worked due to going through security checks. When Employee and aggrieved employees were not able to take a 30-minute, uninterrupted meal period before the 5th hour worked, Employers did not pay them an additional hour of pay in violation of Labor Code section 226.7(c). Employee and aggrieved employees were also not paid for time worked during meal periods as Employers deducted 30 minutes as if the full meal break had been taken. Employers’ conduct is in violation of Labor Code sections 226.7, 512, 1174, 1194 and IWC Wage Order 4-2001.

As a result of Employers’ failure to pay all wages owed as described herein, Employers further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, including time spent going through Defendant’s security checks and premium wages earned per pay period. Employers’ conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employers’ failure to pay all wages owed as described herein,

LABOR AND WORKFORCE DEVELOPMENT AGENCY

August 25, 2023

Page 3 of 3

Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to Employee and all formerly employed aggrieved employees.

Employee will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employers. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Kelli Pribble". The signature is written in dark ink and is positioned above the printed name and firm name.

Kelli Pribble, Esq.

MAHONEY LAW GROUP, APC