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February 25, 2021

VIA ELECTRONIC SUBMISSION

Julie A. Su
Acting Secretary
California Labor & Workforce Development Agency
800 Capital Mall, MIC-55
Sacramento, CA 95814

Re: **O'Neill v. Robinson Pharma Inc.**
California Labor Code section 2698, *et seq.* violations

Dear Ms. Su:

I am writing on behalf of aggrieved employee Amara O'Neill ("O'Neill"). This notice is being made to the Labor & Workforce Development Agency pursuant to the requirement of Labor Code section 2698 *et al.* that O'Neill, and other aggrieved employees, who were employed by Robinson Pharma Inc. ("RPI"), as non-exempt hourly employees in California (the "Aggrieved Employees").

O'Neill, and each of the Aggrieved Employees described above, suffered from one or more of the following Labor Code violations by their current or former employer RPI.

O'Neill's employment with RPI began in or around November of 2018 and ended in or around December 2020. O'Neill and the other Aggrieved Employees' employment with RPI was governed by the California Wage Orders, and California Labor Code sections 201, 202, 203, 226, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 2802.

O'Neill worked for RPI as a non-exempt hourly employee in Orange County California. O'Neill and the other Aggrieved Employees were required to use their personal cellular devices in order to send and receive work-related calls, texts, emails, and other communications. O'Neill and the other Aggrieved Employees used their personal cellular service and/or data plans for the above-mentioned required work communications but were not compensated for the time nor reimbursed for use of their cellular devices and/or the use of their cellular service and/or data plans by RPI in violation of the Labor Code sections noted above.

O'Neill and the other Aggrieved Employees also frequently received and were expected to respond to the above-mentioned work-related calls, texts, emails, and other communications outside of regular working hours and while off the clock. O'Neill and the other Aggrieved Employees were not compensated for the time spent receiving, reviewing, and/or responding to

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work related communications while off the clock in violation of Labor Code § 510, 1194, 1194.2, 1197, 1197.1 and 1198.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to not reimburse its non-exempt employees for the use of their personal cellular devices and associated cellular service and/or data service plans. O'Neill is also informed and believes that it is RPI's uniform policy and procedure to fail to pay wages for all time worked due to a policy of not paying its non-exempt employees for time spent working off the clock reviewing and responding to said messages and emails. The aforementioned off the clock work has also resulted in O'Neill and the other Aggrieved Employees receiving inaccurate wage statements which fail to accurately provide, amongst other information required by law, the correct number of hours worked at each applicable rate, the correct total amount earned, and the correct total number of hours worked. All of these policies and practices are in violation of Labor Code sections 201, 202(a), 203, 226(a), 510, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the relevant California Wage Orders.

California Labor Code section 2802 requires that employers reimburse business expenses reasonably incurred by employees in the course of their employment. RPI required and directed O'Neill and the other Aggrieved Employees to use their personal cellular devices and any associated cellular service plans and/or data plans to receive and respond to work related communications, including but not limited to calls, texts, and emails. RPI managers, supervisors, and other employees with authority over O'Neill and the other Aggrieved Employees would often send work related communications directly to O'Neill and the other Aggrieved Employees' personal cellular devices and expect prompt review and responses. As a result, RPI has violated California Labor Code section 2802 by failing to reimburse O'Neill and the other Aggrieved Employees for the use of their cellular devices and their associated cellular service and/or data plans.

California Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, 1198, and the California Wage Orders strictly require that employers pay wages, including minimum wage, for all work performed. O'Neill and the other Aggrieved Employees frequently would receive work related communications, including but not limited to calls, texts, and emails, while off the clock and were expected to respond to those work-related communications while off the clock. O'Neill and the other Aggrieved Employees were not compensated for the time spent receiving, reviewing, and responding to the above-mentioned work-related communications. As a result, RPI has violated California Labor Code sections 510, 1194, 1194.2, 1197, 1198, and the relevant California Wage Orders by failing to compensate O'Neill and the other Aggrieved Employees for all work performed for RPI.

Labor Code section 226 requires an employer to furnish its employees with accurate itemized wage statements showing, among other things, gross wages earned, net wages earned, all applicable hourly rates in effect during each respective pay period and the corresponding

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correct number of hours worked at each hourly rate by each respective individual. As a pattern and practice, in violation of Labor Code section 226(a), RPI did not furnish accurate and legally compliant itemized wage statements to the Aggrieved Employees. As one example, because O'Neill and the other Aggrieved Employees were not paid for all time spent working for RPI, as discussed above, RPI did not provide wage statements stating the correct number of hours worked at each applicable rate, or the correct total amount of wages earned.

Because O'Neill and the other Aggrieved Employees were not paid for all time spent working for RPI, RPI failed to remit all wages earned by O'Neill and the other Aggrieved Employees at the time of termination. At the time of termination, RPI failed to pay O'Neill and the other Aggrieved Employees who no longer worked for RPI all wages owed pursuant to California Labor Code sections 201-203, because they were not paid for all compensable time spent working off the clock, as detailed above. Thus, they are also entitled to up to 30 days of wages pursuant to California Labor Code sections 201, 202 and 203.

Sincerely,

GLEASON & FAVAROTE LLP

A handwritten signature in black ink, appearing to read 'Torey Joseph Favarote', with a long horizontal line extending to the right.

Torey Joseph Favarote

TJF/dd

cc ROBINSON PHARMA, INC.
c/o Agent for Service of Process
Tam Nguyen
3330 South Harbor Boulevard
Santa Ana, CA 92704