



GLEASON & FAVAROTE LLP

213.452.0510 Main
213.452.0514 Fax

4014 Long Beach Blvd., Suite 300
Long Beach, California 90807

gleasonfavarote.com

May 22, 2023

VIA ELECTRONIC SUBMISSION

Stewart Knox
Secretary
California Labor & Workforce Development Agency
800 Capital Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: **Supplemental PAGA Notice, O'Neill v. Robinson Pharma Inc.**
Case No. LWDA-CM-822861-21
California Labor Code section 2699, *et seq.* violations

Dear Mr. Knox:

I am writing to provide supplemental notice on behalf of aggrieved employee Amara O'Neill ("O'Neill"). This notice is intended to supplement O'Neill original notice filed on February 25, 2021. This supplemental notice is being made to the Labor & Workforce Development Agency on behalf of O'Neill, and other individuals, who were employed by Robinson Pharma Inc. ("RPI"), as non-exempt hourly employees California (the "Aggrieved Employees") going back one year from the original notice.

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 and other Aggrieved Employees' employment with RPI was governed by the California IWC Wage Orders, California Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 245-249, 256, 432.5, 432.7, 510, 512, 516, 551, 552, 558, 558.1, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1771, 1774, 1776, 1811, 1815, 2802, and the California Code of Regulations, Title 8, section 11000 *et seq.* RPI has violated each of the above statutes and regulations.

O'Neill worked for RPI as a non-exempt hourly project coordinator in Orange County California. California Labor Code section 2802 requires that employers reimburse the business expenses reasonably incurred by employees in the course of their employment. O'Neill and the other Aggrieved Employees were required to use their own cellular service and/or data plans but were not compensated for the use of their cellular devices or the use of their cellular service and/or data plans. O'Neill and the other Aggrieved Employees were at times required to use their personal vehicles to carry supplies between buildings or otherwise use their personal vehicles without reimbursement for mileage or any of the costs associated with the use of their

personal vehicles. As a result, RPI has violated California Labor Code section 2802 by failing to reimburse O'Neill and the other Aggrieved Employees.

O'Neill and the other Aggrieved Employees were not compensated for the time spent receiving, reviewing, and/or responding to work related communications while off the clock. Furthermore, O'Neill and other non-exempt employees were required to work off the clock, go through security screenings, Covid-19 screenings, attend trainings and orientations, and attend certain meetings without compensation. Additionally, O'Neill and the other Aggrieved Employees were required to perform both pre and post shift activities off the clock, and employees were required to don and doff protective gear off the clock without compensation. O'Neill and the other Aggrieved Employees were also denied minimum wages for all work performed due to RPI's practices of time shaving, rounding, and automatic deduction policies, in addition to RPI's practice of making hand edits to deduct time worked from its employees' timecards.

RPI's automatic deduction policy and timekeeping system is configured to always ensure that 30 minutes of each employee's workday went unpaid. For example, if an employee clocked back in after 25 minutes of a meal period, RPI's system would automatically deduct an additional 5 minutes from the employees' time worked for that day. RPI's deduction policies, both manual and automatic, deprived O'Neill and the other Aggrieved Employees of all earned wages, including earned overtime wages. RPI's timeclocks and payroll system also improperly rounded employee time to the employee's detriment and unlawfully shaved time off O'Neill and the other Aggrieved Employees' time worked.

O'Neill and the other Aggrieved Employees were not paid all earned overtime and not paid overtime at their regular rate of pay. It is RPI's policy to not pay overtime after 40 hours worked in a workweek and to not pay overtime for work performed on the seventh consecutive day of work in a workweek. As discussed above, it is RPI's uniform practice and procedure to round employee time, to automatically deduct time worked from its employees' time worked, to make secret hand edits to employee timecards, and to otherwise not pay all owed overtime and not pay that overtime at its employees' regular rate of pay. These policies have resulted in, and continue to result in, a vast and systematic theft of overtime wages from O'Neill and the other Aggrieved Employees, as well as derivative violations of the Labor Code.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to never include bonuses or other non-hourly forms of compensation into its employees' regular rate of pay for any purposes. O'Neill and the other Aggrieved Employees often received non-discretionary bonuses in the form of cash, gift cards, and other incentives but this non-hourly compensation is never included in the regular rate of pay for the purposes of calculating overtime, meal period and rest break premiums, or any other payment which is required to be made at the regular rate of pay.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to require the Aggrieved Employees to work seven or more days consecutively without a day's rest

being provided. Labor Code sections 551 and 552 require an employer like RPI to provide at least one day's rest in seven, but RPI does not do so, and instead requires its employees to work seven, eight, or even more days consecutively without a day's rest in violation of the Labor Code.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to not provide adequate meal periods and rest breaks. Often meal periods and rest breaks were not provided at all to O'Neill and the Aggrieved Employees. However, when meal periods and rest breaks were provided, those meal periods and rest breaks were late, short, interrupted, or otherwise legally inadequate. Furthermore, O'Neill and the other Aggrieved Employees were often not permitted to leave the premises during their meal period or rest breaks. Aggrieved Employees were also required to tend to or monitor machinery and factory lines while on meal periods and rest breaks, making all of their meal periods and rest breaks "on-duty." It is RPI's policy and practice to require Aggrieved Employees to wait until a factory line has finished before it allows breaks of any kind. It is also RPI's policy to never provide second or third meal periods regardless of the amount of time worked, and to never provide rest breaks after 8 hours worked in a day. RPI has admitted that it never paid any meal period premiums or rest break premiums until mid-2022 after litigation in this matter began. Even after RPI began occasionally paying premiums, it did not pay those premiums at their employees' regular rate of pay. O'Neill and the other Aggrieved Employees, even those who did not work in the factory areas, were not relieved of all duties during any meal periods or rest breaks which were provided, and were required to remain on call to return at a moment's notice.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to not keep accurate records as required by law. RPI does not keep accurate time records, wage statements, or other employee records as required by law, both as an intentional practice to avoid responsibility for its wage theft and as a result of the myriad of Labor Code violations described herein. Furthermore, RPI has a routine policy and practice of ignoring employee record requests made under any Labor Code section, including but not limited to, Labor Code sections 1198.5 and 226(b). When RPI does rarely provide its employees with requested records those productions are incomplete, contained false records, or are untimely.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to require Aggrieved Employees to submit to an unlawful criminal and/or financial background check as a condition of obtaining and/or holding employment. Furthermore, RPI also required O'Neill, and still requires other Aggrieved Employees, to agree to unlawful background checks and has asked about arrests not resulting in convictions on its employment applications. These violations subject RPI to civil penalties under the Labor Code, including but not limited to Labor Code sections 432.5, 432.7, 1024.5, and 2699.

O'Neill is informed and believes that it is RPI's uniform practice and procedure to not provide suitable seating to the Aggrieved Employees when the nature of their work would reasonably permit the use of seats. Many of the job responsibilities of the Aggrieved Employees, including but not limited to much of the factory line work done at RPI, reasonably permits the

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use of seats but seating is not provided in violation of the IWC Wage Orders, which in turn is a violation of Labor Code section 1198.

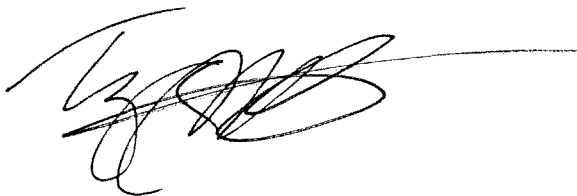
O'Neill is informed and believes that it is RPI's uniform practice and procedure to not provide its employees with legally adequate sick days and does not pay sick leave pay at the rate required under Labor Code section 246. RPI is required to include all forms of compensation into the calculation of its sick leave pay but does not do so in violation of the Labor Code.

Labor Code section 226 requires an employer to furnish its employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned, net wages earned, all applicable hourly rates in effect during each respective pay period and the corresponding 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 does not furnish accurate and legally compliant itemized wage statements. RPI's aforementioned policies, including but not limited to its automatic deduction and hand edits to Aggrieved Employee timecards has resulted in O'Neill and the other Aggrieved Employees receiving inaccurate wage statements which fail to, amongst other information required by law, accurately provide the correct number of hours worked at each applicable rate, the correct total amount earned, and the correct total number of hours worked. Furthermore, RPI failed to include all bonuses, and non-hourly compensation on O'Neill and the other Aggrieved Employees' wage statements and has failed to issue accurate wage statements when multiple rates of pay were worked in the same pay period.

At the time of termination, RPI failed to pay Aggrieved Employees who no longer work for RPI all wages owed pursuant to California Labor Code §§ 201-203. RPI's failure to pay all wages at termination is due to RPI's many unlawful policies and wage theft, including but not limited to its automatic deduction policy and its practice of not paying termination wages until the next regularly scheduled pay period, when RPI provides a final check at all. These practices result in RPI failing to pay all wages at termination.

Sincerely,

GLEASON & FAVAROTE LLP



Torey Joseph Favarote

TJF/dd

cc Robinson Pharma, Inc., c/o Tam Nguyen, agent for service of process, 3330 South Harbor Boulevard, Santa Ana, CA 92704 (certified mail, return receipt requested)
Jarrod Y. Nakano