

LAW OFFICE OF JUSTIAN JUSUF
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October 1, 2019

California Labor & Workforce Development Agency
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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Re: *Marisela Mora v. Diamond ZB Staffing Services LLC, Capital Logistics, and
JCR Services LLC*

To Whom It May Concern:

This office represents Ms. Marisela Mora, also known as Marisela Moraniето (“Plaintiff”), a former employee of Defendants Diamond ZB Staffing Services, LLC (“Diamond ZB Staffing”), Capital Logistics, and JCR Services, LLC (“JCR”) (hereinafter these Defendants are collectively referred to as “Defendants”).

This letter is sent pursuant to Labor Code § 2699.3, for purposes of bringing a civil action by Plaintiff, on behalf of himself and all other similarly situated current and former employees of Defendants, to seek civil penalties against Defendants for violations of Labor Code, pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

VIOLATION OF LABOR CODE SECTION 226(a)

Labor Code § 226(a) provides in relevant part: “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing . . . (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”

In violation of this statutory requirement, Defendant Diamond ZB showed the full nine digits of the social security numbers of its employees on their wage statements. The “aggrieved employees” for the PAGA claim based on violation of Labor Code § 226(a)(7) include Plaintiff and all current and former employees of Defendant Diamond ZB Staffing in California whose wage statements show the full nine digits of their social security numbers.

MEAL BREAK VIOLATION

Section 11 of Wage Order 7 provides, in relevant part: “(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee.” It further provides: “(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” California law requires that a first meal period must be provided within the first five hours of work. *Brinker v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1049 (“Under the wage order, as under the statute, an employer’s obligation is to provide a first meal period after no more than five hours of work and a second meal period after no more than 10 hours of work.”)

Labor Code § 226.7(c) provides that “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Defendants regularly failed to provide Plaintiff and other employees working at Capital Logistics facility in Riverside, California with meal periods in accordance with Section 11 of the Wage Order, and failed to pay them the meal break premiums due under Labor Code § 226.7 in lieu thereof. The timing of when Plaintiff and other employees could take a meal break was controlled by their supervisors, and the supervisors regularly failed to allow employees under their supervision to take a first meal break within the first five hours of work. Defendants failed to pay Plaintiff and other employees the meal break premium required by Labor Code § 226.7. As such Defendants violated the meal break requirements under the Wage Order, and violated the premium pay requirement under Labor Code § 226.7. The “aggrieved employees” for the meal break violations include Plaintiff and all other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California and were deprived of one or more timely meal breaks.

REST BREAK VIOLATION

Section 12 of Wage Order 7 provides, in relevant part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” The California Supreme Court has instructed that “Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for

shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1029.

Labor Code § 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Defendants regularly failed to provide Plaintiff and other employees working at Capital Logistics facility in Riverside, California with rest periods in accordance with the requirements under the Wage Order, and failed to pay them the rest break premiums due under Labor Code § 226.7 in lieu thereof. Whether or not Plaintiff and those other employees could take a rest break was controlled by their supervisors, and the supervisors regularly failed to allow employees under their supervision to take more than one rest break for a shift that lasted more than six hours. As such Defendants violated the rest break requirements under the Wage Order, and violated the premium pay requirement under Labor Code § 226.7. The “aggrieved employees” for the rest break violations include Plaintiff and all other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California and were deprived of rest breaks in accordance with the Wage Order.

VIOLATION OF LABOR CODE SECTION 2802

Under Labor Code § 2802, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer....”

In order to perform their job duties which included opening boxes and other work related tasks, Plaintiff and many other employees of Defendants who worked at Defendant Capital Logistics facility in Riverside, California purchased cutting blades, and Defendants failed to reimburse them for the costs of buying those blades, in violation of Labor Code § 2802. The “aggrieved employees” for the violation of Labor Code § 2802 include Plaintiffs and all other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California, and purchased cutting blades and other tools for work without being reimbursed.

HIGH TEMPERATURE AT WORK AREAS

Section 15 of Wage Order 7 provides, in relevant part: “The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.”

The temperature at Capital Logistics facility in Riverside, California, where Plaintiff and other employees worked regularly exceeded 80 degrees Fahrenheit. In violation of the obligation under Section 15 of Wage Order 7, Defendants failed to take necessary steps to reduce the temperature to provide a reasonable comfort to Plaintiff and other employees. The “aggrieved employees” for the PAGA claim based on violation of Section 15 of Wage Order 7 include Plaintiff and other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California.

PAGA CLAIM

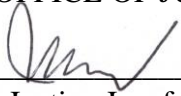
Plaintiff intends to bring a civil action for civil penalties pursuant to the PAGA regarding the foregoing Labor Code violations.

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within 60 calendar days of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within 65 calendar days of this notice that the LWDA intends to investigate these allegations, Plaintiff may a civil action to seek civil penalties under PAGA, pursuant to Labor Code § 2699.

Plaintiff also intends to seek civil penalties against all those persons who may be liable under Labor Code § 558.1(a), which provides: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Under Labor Code § 558.1(b), “For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”

Very truly yours,

LAW OFFICE OF JUSTIAN JUSUF, APC

By:  _____
Justian Jusuf

VIA CERTIFIED MAIL:

Diamond ZB Staffing Services, LLC
27442 Calle Arroyo, Suite A
San Juan Capistrano, CA 92675

Capital Logistics
22000 Opportunity Way
Riverside, CA 92518

JCR Services, LLC
6121 Rustic Lane
Riverside, CA 92806

JCR Services, LLC
P.O. Box 786
Riverside, CA 92502

7018 1130 0002 0155 0729

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SAN JUAN CAPISTRANO, CA 92675

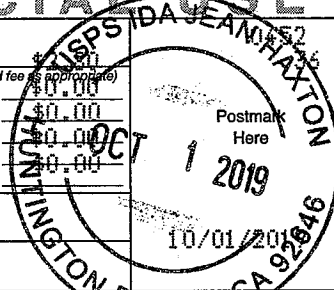
Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee if appropriate)

- Return Receipt (hardcopy) \$0.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.85



Sent To Diamond ZB Staffing Services
 Street and Apt. No., or PO Box No. 27442 Calle Arroyo, Suite A
 City, State, ZIP+4® San Juan Capistrano, CA 92675

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Diamond ZB Staffing Services, LLC
 27442 Calle Arroyo, Suite A
 San Juan Capistrano, CA 92675



9590 9402 4563 8278 9778 95

2. Article Number (Transfer from service label)

7018 1130 0002 0155 0729

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

10-3

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Restricted Delivery
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- Registered Mail™
- Registered Mail Restricted Delivery
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- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

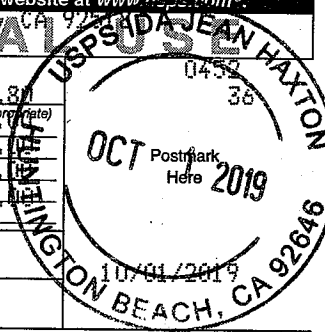
9520 55TD 2000 DEPT PTD 7018 1130 0002 0155 0736

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MARCH AIR RESERVE MAIL CA 92518

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$7.37
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$8.85



Sent To Capital Logistics
 Street and Apt. No., or PO Box No. 22000 Opportunity Way
 City, State, ZIP+4® Riverside CA 92518

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Capital Logistics
 22000 Opportunity Way
 Riverside, CA 92518



9590 9402 4563 8278 9779 01

2. Article Number (Transfer from service label)

7018 1130 0002 0155 0736

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] Agent
 Addressee
 B. Received by (Printed Name) [Signature]
 C. Date of Delivery 10/3/19

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- | | |
|--|---|
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| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
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Restricted Delivery

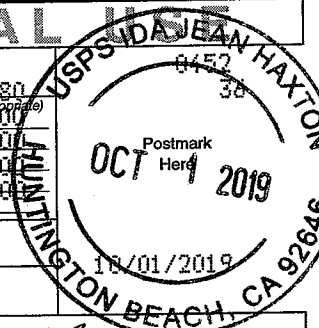
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RIVERSIDE, CA 92502

Certified Mail Fee	\$3.50
\$	
Extra Services & Fees (check box, add fee as appropriate)	\$7.80
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
\$	
Total Postage and Fees	\$6.85
\$	



Sent To JCR Services, LLC
 Street and Apt. No., or PO Box No. PO Box 786
 City, State, ZIP+4® RIVERSIDE, CA 92502

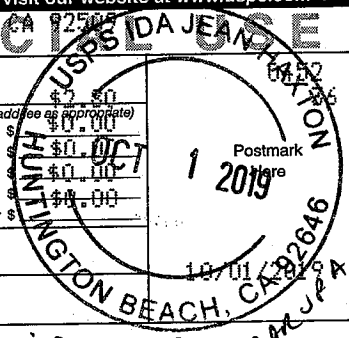
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JURINA VALLEY, CA 92505 DA JEA

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85



Sent To JCR Services, LLC JRCUPA
 Street and Apt. No., or PO Box No. 6121 Rustic Lane 92509
 City, State, ZIP+4® Riverdale, CA 92806

Diana and ZB Sherry

IDA JEAN HAXTON
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Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (SAN FRANCISCO, CA 94102) (Weight:0 Lb 1.20 Oz) (Estimated Delivery Date) (Friday 10/04/2019)	1	\$0.70	\$0.70
First-Class Mail® Letter (Domestic) (SAN JOAN CAPISTRANO, CA 92675) (Weight:0 Lb 1.00 Oz) (Estimated Delivery Date) (Thursday 10/03/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70181130000201550729)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940245638278977895)			\$2.80
First-Class Mail® Letter (Domestic) (MARCH AIR RESERVE BA, CA 92518) (Weight:0 Lb 1.00 Oz) (Estimated Delivery Date) (Thursday 10/03/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70181130000201550736)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940245638278977901)			\$2.80
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Certified (USPS Certified Mail #) (70181130000201550743)			\$3.50
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Total:			\$28.10