ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 101101 **October 6, 2025**

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

THERAPYMATCH, INC. dba HEADWAY
c/o C T Corporation System
330 N Brand Blvd, Suite 700
Glendale, CA 91203
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6687 67

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff TESSA BROWER-WALSH ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant THERAPYMATCH, INC. dba HEADWAY ("Defendants in California from August of 2024 through May of 2025 as a Provider Gross Associate and worked remotely for Defendants, who operate and conduct substantial business in Los Angeles, CA. Plaintiff was employed by Defendants as a misclassified exempt employee, paid in part by commission-based compensation.

As a result of Defendants' misclassification of exempt employees, Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to record and pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently

or formerly employed by Defendants who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt and exempt employees who performed work for Defendants in California during the period beginning one year prior to the date of this Notice and continuing through the present.

Misclassification of Exempt Employees: To qualify as an exempt employee, California requires that an employee must be "primarily engaged in the duties that meet the test of the exemption" and "earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment." Labor Code § 515. This forms the two-part test the employers must establish to properly exempt its employees from overtime laws: (1) the salary basis test and (2) the duties test. For example, on January 1, 2024, the minimum wage in the State of California increased to $16.00 per hour for employers. Thus, based on a forty (40) hour workweek, the minimum salary for California exempt employees employed by employers with at least twenty-six (26) employees in 2024, is $66,560. On January 1, 2025, the minimum wage in the State of California increased to $16.50 per hour for employers. Thus, based on a forty (40) hour workweek, the minimum salary for California exempt employees employed by employers with at least twenty-six (26) employees in 2025, is $68,640.

Throughout Plaintiff's employment, Defendants employed Plaintiff in various positions. Defendant improperly classified those positions as exempt from overtime laws and other laws governing the employment of non-exempt employees. Defendants failed to compensate Plaintiff and misclassified exempt employees, with an annual salary of at least two times the state minimum wage for full-time employment by employers with at least twenty-six employees. Specifically, Plaintiff earned an annual salary below the threshold in 2024 and 2025 to meet the test of exemption.

Plaintiff and misclassified aggrieved employees primarily performed non-exempt job duties and were not primarily engaged in duties that meet the test of the exemption, but were nevertheless classified by Defendants as exempt. Plaintiff and misclassified aggrieved employees engaged in a finite set of tasks and had no power to exercise any independent judgment and/or discretion. More specifically, Defendants' policy, practice and procedure restrained Plaintiff and misclassified aggrieved employees from evaluating possible courses of action and implementing decisions based on their independent judgment and discretion. In other words, in exercising their duties, Plaintiff and misclassified aggrieved employees lacked any power to make any independent choice free from immediate supervision and with respect to matters of significance. Plaintiff and misclassified aggrieved employees did not exercise the requisite discretion or independent judgment in the training or supervision of employees based on the constraints, direction and control imposed by Defendants. Plaintiff and misclassified aggrieved employees did not have the authority to hire, fire, or promote employees, determine their pay rates or benefits, or give raises, or otherwise make employment-related, personnel decisions. Consequently, Plaintiff and misclassified aggrieved employees did not have the authority to decide whether or not an employee should be disciplined for an infraction. Disciplinary decisions were made by other departments, or dictated by company policies. Overall, recommendations made by Plaintiff and misclassified aggrieved employees were given no weight on all the above issues. As a result, as Plaintiff and misclassified aggrieved employees were engaged in a type of work that required no exercise of independent judgment or discretion as to any matter of significance. Moreover, Plaintiff and misclassified aggrieved employees were engaged in a type of work unrelated to management policies.

Defendants improperly misclassified Plaintiff and misclassified aggrieved employees who were paid on a draw versus commission basis as exempt from overtime compensation. Defendants included advanced draws in order to meet the salary-basis test for the overtime exemption. However, Defendants cannot rely on advanced draws in order to meet the salary-basis test for such an exemption. (See *Semprini v. Wedbush* (2020) 57 Cal.App.5th 252-254.) As a result, Plaintiff and misclassified aggrieved employees who were paid on a draw versus commission basis forfeited overtime wages by Defendants' failure to accurately classify them as non-exempt from overtime compensation.

By reason of this uniform exemption practice, policy and procedure applicable to Plaintiff, Defendants committed acts of unfair competition in violation of the California Unfair Competition law, Cal. Bus. & Prof. Code § 17200 (the "UCL"), by engaging in a company-wide policy, practice and procedure which failed to properly classify Plaintiff and misclassified aggrieved employees and thereby failed to pay them overtime wages for documented overtime hours worked. Additionally, Defendants failed to provide all the legally required off-duty meal and rest breaks to Plaintiff and misclassified aggrieved employees, as required by the applicable Wage Order and Labor Code. As a result of its willful misclassification, Defendants did not have a practice of providing meal and rest breaks to Plaintiff and misclassified aggrieved employees. Defendants' failure to provide Plaintiff and misclassified aggrieved employees with legally required meal and rest breaks is evidenced by Defendants' business records which contain no record of these breaks

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones, personal computers, and home internet. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, all on behalf of and for the benefit of Defendants. For example, during the pay period of February 23, 2025 to March 8, 2025, Defendants required Plaintiff to use Plaintiff's personal cell phone. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone.

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Tessa Brower-Walsh	TherapyMatch, Inc. dba Headway	10840	02/23/2025	03/08/2025	03/14/2025	

	Hours Worked	Gross Pay	Pre-Tax Deductions	Employee Taxes Withheld	Post-Tax Deductions	Net Pay
Current	40.00	2,576.93	221.64	501.38	0.00	1,853.91
YTD	360.00	18,421.58	1,507.44	4,145.56	0.00	12,768.58

Earnings						
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount
Commission			0		0	2,960.00
Holiday			0		80	2,577.60
Imputed Income - G	02/23/2025 - 03/08/2025	0	0	0.47	0	2.82
Salary Pay	02/23/2025 - 03/08/2025	40	32.22	1,288.13	360	11,595.18
Vacation	02/23/2025 - 03/08/2025	40	32.22	1,288.80	40	1,288.80
Earnings				2,577.40		18,424.40

Employee Taxes Withheld		
Description	Amount	YTD
OASDI	155.64	1,117.38
Medicare	36.40	261.32
Federal Withholding	204.29	1,833.05
State Tax - CA	74.93	717.58
CA SDI - CASDI	30.12	216.23
Employee Taxes Withheld	501.38	4,145.56

Pre-Tax Deductions		
Description	Amount	YTD
401(k)	154.62	1,105.32
Dental (Pre-Tax)	1.92	11.52
FSA Health Care	20.00	120.00
Medical	45.10	270.60
Pre-Tax Deductions	221.64	1,507.44

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (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 the employee's 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 the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. For example, as identified in the example below, Defendants issued Plaintiff with wage statements that failed to provide the accurate name and address of the legal entity that is the employer, in violation of California Labor Code section 226(a)(8).

TherapyMatch, Inc. dba Headway 205 Hudson St Floor 9 New York, NY 10013
Tessa Brower-Walsh [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Tessa Brower-Walsh	TherapyMatch, Inc. dba Headway	10840	03/23/2025	04/05/2025	04/11/2025	

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work including but not limited to sending and receiving work-related communications. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

Vacation Time Violations: Further, upon Plaintiff's and Aggrieved Employee's separation of employment, they had not used all of their vested vacation and thus their unused, vested vacation was required to have been paid at their final rate upon separation of employment. Defendants, however, failed to pay the vested vacation time, and when it did, paid it at the incorrect rate. As a result, Defendants violated Labor Code §227.3.

Reporting Time Violations: Further, Defendants from time to time required Plaintiff and other Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In addition, when Defendants required Plaintiff and other Aggrieved Employees to engage in additional work, this sometimes resulted in a second reporting for work in a single workday. In such a circumstance of a second reporting for work in a single workday, Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq*.

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

Nicole Noursamadi

Nicole Noursamadi, Esq.

Attorney for Plaintiff