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March 6, 2026

Via Online Submission (LWDA) and Certified Mail (Employer)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
7575 Metropolitan Dr., Room 210
San Diego, CA 92108
http://www.dir.ca.gov/Private-Attorneys-General-Act

CALIFORNIA COMMERCE CLUB, INC.
Agent for Service of Process: Joy Harn
6131 E. Telegraph Road
Commerce, CA 90040

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff, Jodi Gherna, individually and on behalf of all Aggrieved Employees, hereby provides written notice pursuant to California Labor Code section 2699.3(a) of the intent to commence a civil action under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq. This notice is submitted electronically to the Labor and Workforce Development Agency ("LWDA") and served by certified mail on California Commerce Club, Inc. dba The Commerce and DOES 1 through 50 ("The Commerce" or "Defendant")[1], who employed Plaintiff and all similarly aggrieved current and former non-exempt employees during the relevant time period.

Jodi Gherna ("Plaintiff") was employed by The Commerce as a Lead Casino Rotation Coordinator from January 2020 through October 2025. Throughout her employment, Ms. Gherna was classified as a non-exempt, hourly employee subject to the protections of California wage and hour laws. Ms. Gherna and other similarly situated current and former non-exempt employees have suffered systematic violations of the California Labor Code as set forth in detail below.

Plaintiff and other similarly situated non-exempt employees were subject to common

[1] Plaintiff does not know the true names and capacities, whether individual, partner or corporate, of DOES 1 through 50, inclusive, and for that reason, said DOES are designated under such fictitious names. Plaintiff will amend this notice when the true names and capacities are known. Plaintiff is informed and believes each DOE was responsible in some way for the matters alleged herein and proximately caused him and other current and former Aggrieved Employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

policies, supervision, scheduling practices, timekeeping procedures, payroll practices, and wage policies that resulted in systemic violations of the California Labor Code as detailed below. This notice is submitted within one year of the violations described herein and is therefore timely under Labor Code section 2699.3.

Failure to Pay Minimum Wages, including Overtime

Labor Code §§ 1194, 1197, 1197.1, 1198; Wage Order 4-2001

Plaintiff alleges that The Commerce violated Labor Code sections 510, 1194, 1198 and the IWC Wage Order by failing to pay all wages owed including overtime and minimum wages. The Wage Orders 4-2001 and Labor Code sections 1194 and 1197 provide that an employee must be paid at least minimum wage for each hour worked and overtime as applicable. Labor Code section 510 and the Wage Orders provide that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week.

The Commerce has systematically failed to pay minimum wages and overtime for all hours worked by requiring employees to perform substantial off-the-clock work without compensation. Specifically, The Commerce has maintained a policy and practice of requiring employees to park in remote employee parking lots located approximately half a mile away from their actual workstations within the casino facility. Transportation was provided by shuttle, but the shuttle was not consistently available, requiring employees to walk to and from the parking lot. After arriving, employees then had to walk additional distance from the entrance to reach their workstations.

Once Aggrieved Employees enter through the designated employee entrances, they must traverse additional distance through the large casino facility to reach their assigned workstations. The Commerce does not compensate employees for this travel time from the employee parking lots to their workstations, nor for the return journey at the end of each shift. This time is substantial, compensable work time under California law, as employees have no choice but to use the remote parking facilities designated by The Commerce and must travel through The Commerce's premises to reach their work areas.

Additionally, The Commerce has required employees to perform various pre-shift and post-shift activities that are integral and indispensable to their principal work activities. These activities include preparing workstations, logging into systems, reviewing shift information, conducting end-of-shift procedures, and other tasks necessary to commence and conclude work each day. The Commerce has failed to compensate employees for this time, resulting in systematic underpayment below the applicable minimum wage and overtime when calculated based on all hours actually worked.

As a result of these uniform policies and practices, Plaintiff and other aggrieved employees were not paid at least minimum wage for all hours worked. The Commerce's failure to capture, record, and compensate this mandatory post–clock-out time resulted in systemic underpayment of minimum wages and overtime in violation of California law.

<u>Failure to Provide Lawful Meal Periods</u>

Labor Code §§ 226.7, 512; Wage Order 4-2001

Plaintiff alleges that The Commerce failed to provide lawful, uninterrupted meal periods in violation of Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order. Throughout her employment, Plaintiff Jodi Gherna regularly worked shifts in excess of five hours without being provided a timely, uninterrupted thirty-minute off-duty meal period.

The Commerce has systematically failed to provide timely, uninterrupted, duty-free meal periods of at least 30 minutes as required by California law and the applicable Industrial Welfare Commission Wage Order. From approximately 2020 through the present, employees including Ms. Gherna were routinely denied compliant meal breaks during shifts that regularly exceeded five hours in duration. Rather than relieving employees of all duty and allowing them to leave their workstations for uninterrupted meal periods, The Commerce required employees to remain at or near their workstations where they were expected to monitor radio traffic and respond to communications from supervisors and other casino personnel.

During this extended period, employees including Ms. Gherna routinely ate while continuing to work, never being genuinely relieved of their job responsibilities. Aggrieved Aggrieved Employees were required to carry radios at all times and remain responsive to calls from the casino floor. The Commerce maintained effective control over employees during these purported meal periods, preventing employees from using the time for their own purposes as required by law. Employees could not leave the premises, could not be unavailable, and were subject to interruption and recall at any moment.

Additionally, for shifts exceeding ten hours in duration, The Commerce failed to provide lawful second meal periods as required by Labor Code section 512. Aggrieved Employees working extended shifts, particularly during busy periods or when covering for absent coworkers, regularly worked more than ten hours without receiving a second compliant meal period. The Commerce has failed to pay one hour of premium pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided, as required by Labor Code section 226.7.

The Commerce did not consistently provide premium pay for missed, late, or noncompliant meal periods. To the extent any meal period premiums were issued, they were not always calculated at the correct regular rate of pay. These violations were the result of The Commerce's scheduling practices, operational demands, and uniform policies affecting non-exempt employees.

Failure to Authorize and Permit Rest Periods

Labor Code §§ 226.7, 1198; Wage Order 4-2001

Plaintiff alleges that The Commerce failed to authorize and permit rest periods as required by Labor Code sections 226.7 and 1198 and Wage Order 4-2001. Aggrieved Employees were required to work through rest periods due to continuous production demands, insufficient staffing, and the expectation that they remain available at all times. Aggrieved Employees working eight-hour shifts were frequently unable to take two uninterrupted rest periods, and employees working longer shifts were likewise unable to take additional rest breaks required by law.

The Commerce has failed to authorize and permit employees to take lawful, net 10-minute rest periods for every four hours worked or major fraction thereof, as required by California law and applicable Wage Orders. Under California law, employers must authorize and permit employees to take rest periods that are uninterrupted, during which employees are relieved of all duties and free to leave their work areas. Rest periods must be counted as hours worked and compensated accordingly.

Throughout the relevant period, employees including Ms. Gherna have been denied compliant rest periods. The nature of the Lead Casino Rotation Coordinator position, as implemented by The Commerce, requires continuous availability and responsiveness. Employees are required to carry radios at all times and remain available to monitor radio traffic and respond immediately to floor needs, staffing issues, and operational demands. Employees cannot step away from their workstations for uninterrupted rest periods because they must remain constantly available to address issues as they arise on the busy casino floor.

Even when employees briefly step away to use restroom facilities or attempt to take a short break, they are required to carry their radios and remain on-call. Employees who miss communications or fail to respond promptly are subject to discipline. This requirement for constant availability and responsiveness is fundamentally incompatible with the legal requirement that rest periods be genuine periods of relief during which employees are free from The Commerce's control and can use the time for their own purposes.

The Commerce's operational model effectively eliminates the possibility of compliant rest periods for Aggrieved Employees throughout the facility. The Commerce has treated constant availability as a job requirement rather than recognizing that such a requirement necessitates proper compensation and cannot be imposed during periods designated as rest breaks. The Commerce has failed to pay one hour of premium pay at the employee's regular rate of compensation for each workday on which lawful rest periods were not authorized and permitted, as required by Labor Code section 226.7.

<u>Failure to Timely Pay Wages During Employment</u>

Labor Code §§ 204, 210

Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, and other sections became due and payable to Plaintiff and each Aggrieved Employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled. The Commerce violated Labor Code §204 by systematically refusing to pay wages due under the Labor Code.

Labor Code section 210(a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

The Commerce failed to timely pay wages owed within each pay period in violation of Labor Code section 204. Wages due for missed meal periods, missed rest periods, unpaid minimum wages, unpaid overtime, off-the-clock work, and other forms of earned compensation were not timely paid. Pursuant to Labor Code section 210, The Commerce is subject to statutory penalties for failing to timely pay wages on each applicable pay date.

<u>Failure to Provide Accurate Itemized Employee Wage Statements</u>

Labor Code § 226(a)

Labor Code section 226(a) reads in pertinent part: "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… (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 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 each the pay period and the corresponding number of hours worked at each hourly rate by the employee…"

Labor Code section 226(a) requires employers to provide accurate itemized wage statements showing, among other things, total hours worked, applicable hourly rates, gross wages earned, net wages earned, and the inclusive dates of the pay period. Wage statements issued to Plaintiff and Aggrieved Employees failed to list total hours worked, failed to reflect overtime hours, failed to record off-the-clock work, and did not include meal or rest break premiums owed.

<u>Failure to Reimburse Necessary Expenses</u>

Labor Code §§ 2800, 2802

The Commerce has failed to indemnify employees for all necessary expenditures incurred in the discharge of their duties as required by Labor Code section 2802. California law requires employers to reimburse employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties or obedience to the directions of the employer.

The Commerce has required employees to wear specific uniform items, including black polo shirts that meet The Commerce's specifications for appearance and presentation. These uniform requirements are for The Commerce's benefit and convenience, ensuring a consistent and professional appearance for employees who interact with casino patrons. The cost of purchasing and maintaining these required uniform items represents a necessary business expense that The Commerce has improperly shifted to its employees in violation of section 2802.

Additionally, The Commerce has required or encouraged employees to use their personal cellular phones for work-related communications, including coordinating with supervisors, communicating about scheduling and operational issues, and remaining available to address work needs. The use of personal cellular phones for work purposes results in costs to employees including data usage and wear on personal devices. The Commerce has not provided a cellular phone stipend or other reimbursement for this business use of personal property.

Furthermore, employees including Ms. Gherna have found it necessary to purchase ergonomic equipment and other items to address work-related physical discomfort and injuries resulting from the demands of the job. When employees have purchased such items at their own expense to enable them to continue performing their job duties, these expenditures represent necessary expenses incurred in the discharge of duties. The Commerce has failed to reimburse employees for these and other necessary expenditures, including travel expenses when employees have been directed to perform work-related errands or tasks at locations away from their primary worksite.

<u>Failure to Keep Accurate Payroll Records</u>

Labor Code §§ 1174, 1198; Wage Order 4-2001

Plaintiff also contends that Defendant failed to keep accurate records as required by Wage Order 4-2001, Labor Code 1174, and 1198. The IWC Wage Orders required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records…(5) Total hours worked in the payroll period and applicable rate of pay…" Labor Code section 1174 also requires Defendant to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees.

The Commerce failed to maintain accurate payroll and timekeeping records as required by the Labor Code and applicable Wage Orders. Time records did not reflect when employees began and ended each work period. Records failed to show interrupted meal periods, missed rest periods, off-the-clock work, and other compensable time. The Commerce's inaccurate and incomplete timekeeping practices violate Labor Code sections 1174 and 1198.

Failure to Pay Sick Pay at the Proper Rate

Labor Code § 246

Plaintiff alleges that The Commerce failed to pay sick leave at the proper rate required by Labor Code section 246. The Commerce failed to calculate sick leave based on the regular rate of pay because they excluded nondiscretionary compensation and other forms of earned wages from the calculation. As a result, Plaintiff and Aggrieved Employees were paid sick leave at rates lower than required by law.

Failure to Provide Required Information at the Time of Hiring

Plaintiff also alleges that Defendant violated California Labor Code section 2810.5 by failing to provide Plaintiff and the Aggrieved Employees required information at the time of hiring. Labor Code 2810.5 states that: At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (b) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (c) the regular payday designated by the employer in accordance with the requirements of this code; (d) the name of the employer, including any "doing business as" names used by the employer; (e) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (f) the telephone number of the employer; (g) the name, address, and telephone number of the employer's workers' compensation insurance carrier; (h) that an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates; (i) The existence of a federal or state emergency or disaster declaration applicable to the county or counties where the employee is to be employed, and that was issued within 30 days before the employee's first day of employment, that may affect their health and safety during their employment; (j) Any other information the Labor Commissioner deems material and necessary. Not all of the information required by (a) through (j) was provided to

Plaintiff and the Aggrieved Employees at the time of hiring. This constitutes a violation of the Labor Code.

In addition to the violations set forth herein, Plaintiff has attached his Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendant in the Complaint.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Nicholas W. Schieffelin

Nicholas W. Schieffelin, Esq.