

March 17, 2020

By Electronic Filing and Certified Mail:

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ABM Aviation, Inc.
C/O: CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

ABM Industries Incorporated
C/O: CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

**RE: Notice of Labor Law Violations, CA Labor Code § 2699.3(a)
*Latashia Holmes. v. ABM Aviation, Inc., et al.***

Dear Labor and Workforce Development Agency and Employers:

We represent aggrieved employee Latashia Holmes ("Plaintiff"), who submits this letter on behalf of all current and former non-exempt hourly dispatchers employed by Defendants ABM Aviation, Inc. and ABM Industries Incorporated (collectively, "ABM") at the San Francisco International Airport in the State of California ("Aggrieved Employees"). The purpose of this letter is to comply with the statutory exhaustion requirements pursuant to California Labor Code section 2699.3(a)(1). Below we set forth the facts and theories which give rise to the various California Labor Code violations in this case.

Facts and Theories Giving Rise To Labor Code Violations

ABM Aviation, Inc. is a Georgia corporation doing business in the State of California. ABM Aviation provides services and maintenance for commercial and private airplanes at the San Francisco International Airport.

ABM Industries Incorporated is a Delaware corporation doing business in the State of California. ABM Industries Incorporated also provides services and maintenance for commercial and private airplanes at the San Francisco International Airport.

March 17, 2020

Page 2 of 4

ABM has failed to pay Plaintiff and other Aggrieved Employees minimum and overtime wages for all hours worked. Specifically, ABM has required Plaintiff and other Aggrieved employees to continuously work during their eight and one-half hour shift each workday. However, ABM has failed to pay Plaintiff and other Aggrieved Employees for all hours worked by taking actions that included, but were not limited to, deducting 30 minutes of pay from Plaintiff's and other Aggrieved Employees' daily wages.

First, ABM has failed to pay Plaintiff and other Aggrieved Employees minimum wages for all hours worked. Labor Code section 1194, *et seq.* requires employers to pay workers minimum wages for all hours worked. ABM has failed to pay minimum wages for all hours worked because it took actions that included, but were not limited to, deducting 30 minutes of pay from Plaintiff's and other Aggrieved Employees' daily wages.

Second, ABM has failed to pay Plaintiff and other Aggrieved Employees overtime wages. Labor Code sections 510 and 1194 require employers to pay overtime wages at a rate of one and one-half times the rate of an employee's regular rate of pay for all hours in excess of eight hours each workday, or all hours in excess of 40 hours each workweek. The Labor Code also requires employers to pay overtime wages at a rate of two times an employee's regular rate of pay for all hours in excess of 12 hours each workday, or in excess of eight hours on the seventh consecutive day of work in a workweek. ABM has required Plaintiff and other Aggrieved Employees to work over eight hours each workday. Because ABM has deducted 30 minutes of pay from Plaintiff's and other Aggrieved Employees' wages, ABM has failed to pay Plaintiff and other Aggrieved Employees overtime wages.

ABM has failed to provide Plaintiff and other Aggrieved Employees with off-duty meal periods as required by law. Employers are required to provide an adequate off-duty meal period of at least 30 minutes for every five hours worked. ABM has required Plaintiff and other Aggrieved Employees to continuously work for eight and one-half hours without providing a 30-minute duty-free meal period. ABM has failed to pay Plaintiff and other Aggrieved Employees one additional hour of pay for each workday that a proper meal period was not provided.

ABM has failed to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods as required by law. Employers are required to authorize and permit employees to take a 10-minute rest period for each four hours, or major fraction thereof, worked. ABM has required Plaintiff and other Aggrieved Employees to continuously work without authorizing and permitting them to take 10-minute rest periods. ABM has failed to pay Plaintiff and other Aggrieved Employees one additional hour of pay for each workday that a rest period is not authorized and permitted.

March 17, 2020
Page 3 of 4

ABM has failed to timely pay all wages due to Plaintiff and similarly situated Aggrieved Employees at the time of their separation from employment. Specifically, ABM has failed to pay Plaintiff and similarly situated Aggrieved Employees minimum and overtime wages as described above.

ABM has failed to provide Plaintiff and other Aggrieved Employees with accurate itemized wage statements. Specifically, Plaintiff's and other Aggrieved Employees' wage statements fail to list all wages earned, all applicable hourly rates, and the number of hours worked at each hourly rate.

Based on the foregoing facts, Plaintiff is asserting PAGA claims on behalf of herself and all other Aggrieved Employees employed by ABM from March 17, 2019 to the present for all Labor Code violations.

Employers' Labor Code Violations

Plaintiff seeks civil penalties under PAGA for the following Labor Code violations:

1. Violations of Labor Code section 558 for failing to pay minimum wages. Specifically, ABM has required Plaintiff and other Aggrieved Employees to continuously work during their eight and one-half hour shift each workday. However, ABM has taken actions, including but not limited to, deducting 30 minutes of pay from Plaintiff's and other Aggrieved Employees' daily wages.
2. Violations of Labor Code section 1197.1 for failing to pay minimum wages. Specifically, ABM has required Plaintiff and other Aggrieved Employees to continuously work during their eight and one-half hour shift each workday. However, ABM has taken actions, including but not limited to, deducting 30 minutes of pay from Plaintiff's and other Aggrieved Employees' daily wages.
3. Violations of Labor Code section 1194, *et seq.* for ABM's failure to pay Plaintiff and other Aggrieved Employees minimum wages. Specifically, ABM has required Plaintiff and other Aggrieved Employees to continuously work during their eight and one-half hour shift each workday. However, ABM has taken actions, including but not limited to, deducting 30 minutes of pay from Plaintiff's and other Aggrieved Employees' daily wages.
4. Violations of Labor Code sections 510 and 1194 for ABM's failure to pay Plaintiff and other Aggrieved Employees overtime wages. Specifically, ABM has required Plaintiff and other Aggrieved Employees to continuously work during their eight and one-half hour shift each workday. However, ABM has taken actions, including but not limited to,

*Labor and Workforce Development Agency
Attn. PAGA Administrator*

*March 17, 2020
Page 4 of 4*

deducting 30 minutes of pay from Plaintiff's and other Aggrieved Employees' daily wages.

5. Violations of Labor Code sections 201 through 203, requiring the timely payment of wages. ABM has failed to pay Plaintiff and similarly situated Aggrieved Employees who are no longer employed all wages owed and due at the time of separation from employment.
6. Violations of Labor Code section 226 requiring employers to provide specific information on employees' itemized wage statements. ABM has failed to provide Plaintiff and other Aggrieved Employees with itemized wage statements that list all wages earned, all applicable hourly rates, and the number of hours worked at each hourly rate.
7. Violations of Labor Code sections 204 and 210, based on ABM's failure to pay Plaintiff and other Aggrieved Employees all minimum and overtime wages, along with meal and rest period premiums, on their regular payday.

Very Truly Yours,

HUNTER PYLE LAW


Vincent Chen