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March 29, 2021

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2970 0000 2983 6957

Return Receipt Requested

G&M Hire Enterprises, LLC

27720 Jefferson avenue, Suite 130

Temecula, CA 92590

VIA CERTIFIED MAIL # 7019 2970 0000 2983 6964

Return Receipt Requested

G&M Hire Enterprises, LLC-Agent for Service of Process

Legalzoom.com

101 North Brand Blvd., 11th Floor

Glendale, CA 91203

VIA CERTIFIED MAIL # 7019 2970 0000 2983 6971

Return Receipt Requested

Green America, Inc.- Agent for Service of Process- Kevin Wolf

1173 Harley Knox Blvd.

Perris, CA 92571

Re: *Jazzmine Reynolds v. G&M Hire Enterprises, LLC, et al.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTIONS 2698 ET SEQ.**

To: California Labor and Workforce Development Agency and G&M Hire Enterprises, LLC;
Green America, Inc.

From: Jazzmine Reynolds, on behalf of herself and other aggrieved employees who were subject
to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Jazzmine Reynolds ("Ms. Reynolds" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"), on behalf of herself and all other aggrieved employees.

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1) and 2699.3, subdivision (c)(1) and may lead to an action against G&M Hire Enterprises, LLC, and Green America, Inc. ("Employers") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employers, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

G&M Hire Enterprises, LLC, is an employment agency that employed Ms. Reynolds, and Green America, Inc. provides medical dispensaries delivery and dispatch services for which Ms. Reynolds worked ("Employers"). Ms. Reynolds was an hourly, non-exempt employee for Employers.

Ms. Reynolds alleges Employers violated various sections of the Labor Code, including sections 201-203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, and 2802 by failing to provide Ms. Reynolds and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide all wages earned at the end of employment, failing to provide accurate itemized wage statements and maintain accurate payroll records, and failing to reimburse for necessary business expenditures. Ms. Reynolds and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employers in non-exempt positions in California during the liability period of one year prior to this notice alleging a PAGA cause of action.

A. Employers Failed to Pay Ms. Reynolds and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime in Violation of California Law

Employers failed to pay Ms. Reynolds and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Employer's practice included not paying Ms. Reynolds and other aggrieved employees for all hours worked by requiring its employees to work off-the-clock. Specifically, Employers' practice required Ms. Reynolds and other aggrieved employees to clock out at the end of their shifts, and then continue working and/or to come back to shop after its closing hours to sticker products. Employers also had a policy and/or practice of rounding the hours worked by Ms. Reynolds and other aggrieved

employees to the nearest hour worked. As a result, Employers failed to compensate Ms. Reynolds and those similarly situated for all time actually worked. Employers were obligated to pay Ms. Reynolds and other aggrieved employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve (12) in one (1) day. However, when Ms. Reynolds and other aggrieved employees worked overtime, Employers failed to record their overtime work in its time keeping system and wage statements, and paid employees for overtime work by cash with regular rate of payment. As a result, Employers failed to pay Ms. Reynolds and other aggrieved employees' proper overtime and/or double-time rates for hours worked off-the-clock as well as in excess of eight (8) hours in one day or forty (40) hours in one week as required by law. Employers' conduct is in violation of labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

B. Employers Failed to Provide Ms. Reynolds and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof in Violation of California Law

Ms. Reynolds alleges that she and other aggrieved employees were routinely not provided with timely, 30-minute off-duty meal periods, as required by the Labor Code. Ms. Reynolds and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal breaks, they did not receive premium pay as compensation for the missed or interrupted meal break. In fact, on a regular basis, Ms. Reynolds and other aggrieved employees were required to work past their fifth (5th) hour of work without being provided with a break. When employees missed their meal breaks, Employers would adjust time in their time records so that it looks like they took their meal breaks before the end of the fifth (5th) hour of work.

Ms. Reynolds further alleges that she and other aggrieved employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employers prevented Ms. Reynolds and other aggrieved employees from taking rest breaks throughout their shifts. This was due to Employers' policy and practice of providing inadequate coverage to allow for breaks to be taken.

When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest breaks.

Employer's conduct is actionable under PAGA as violations of labor Code sections 226.7 and 512.

C. Employers Failed to provide Ms. Reynolds and Other Aggrieved Employees with Compliant Wage Statements and Failed to Timely Pay All Wages Owed Upon Severance of Employment in Violation of California Law

By failing to include on Ms. Reynolds's and other aggrieved employees' pay stubs all rest and meal break premium wages, full compensation for all hours worked including overtime, Employers failed to keep accurate payroll records and failed to provide Ms. Reynolds and other

aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201-204 due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. Employers Failed to Reimburse Ms. Reynolds and Other Aggrieved Employees for necessary Business Expenditures in Violation of California Law

Ms. Reynolds also alleges that Employers unlawfully failed to reimburse her and other aggrieved employees for necessary business expenses in violation of Labor Code section 2802. Specifically, Employers failed to indemnify Plaintiff and aggrieved employees for expenditures they incurred on their behalf in direct consequence of the discharge of their duties to Employers, including without limitation, mileage and gas for the use of their personal vehicles to make deliveries and store runs for supplies.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Reynolds becomes aware of additional compensation owed or losses incurred by Ms. Reynolds or by any other aggrieved employees of the Employers, Ms. Reynolds expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC