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MARCH 8, 2021

VIA USPS CERTIFIED MAIL

ABM Aviation, Inc.
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
7019 0140 0000 3343 6528

CT Corporation System
Agent for Service of Process for
ABM Aviation, Inc.
818 West Seventh Street, Suite 930
Los Angeles, CA 90017
7019 0700 0002 2582 8342

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
ABM Aviation, Inc.

To Whom It May Concern:

This office represents Ana Argueta with respect to Private Attorneys General Act (“PAGA”) claims that she intends to pursue against ABM Aviation, Inc. (hereinafter “ABM”) based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by California Labor Code Section 2699.3.

Facts

ABM is engaged in the business of aviation support services. Ms. Argueta worked as a non-exempt employee of ABM at the Los Angeles International Airport (LAX). ABM employs numerous non-exempt, hourly paid employees such as Ms. Argueta. Unfortunately, ABM has engaged in the following practices:

Failure to Pay Wages

ABM implemented the policy and practice of failing to pay employees for all work performed. The foregoing practice resulted in underpayment of wages, including underpayment of overtime and double-time as applicable.

Meal Breaks

ABM engages in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. ABM failed to regularly provide the required meal break within five hours of work including non-provision of off-duty meal breaks lasting at least thirty (30) minutes. Notably, ABM failed to track the timing of meal breaks. ABM failed to correctly implement a system by which to pay premium wages to employees for any missed, late, or short meal period.

Rest Breaks

ABM engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees were not always afforded an opportunity to take rest breaks every four hours, or major fraction thereof, they worked. Notably, employees were never allowed a second rest to the extent they were entitled to such. Significantly, employees did not receive premium pay for missed or improper rest breaks.

Waiting Time and Unpaid Vacation Wages

At the time of an employee's separation (whether it be by termination or resignation) ABM has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable, and accrued and unpaid vacation wages and other benefits.

Inaccurate Wage Statements

ABM has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including applicable overtime and double-time wages, vacation wages paid, and meal and rest break premiums.

Additional Penalties

Ms. Argueta and all other similarly aggrieved California employees intend to seek all penalties for the violations described above under the Labor Code sections that authorize such recovery.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which ABM has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: ABM violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium and vacation wages.

Labor Code Sections 202: ABM violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: ABM violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: ABM violated, and continues to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226: ABM violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and legally compliant itemized wage statements.

Labor Code Section 226.7: ABM violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: ABM violated, and continues to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation benefits to terminated employees.

Labor Code Section 510: ABM violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law.

Labor Code Section 512: ABM violated, and continues to violate, Labor Code Section 512 by not providing aggrieved employees with legally compliant meal periods.

Labor Code Section 1194: ABM violated, and continues to violate, Labor Code Sections 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we intend to file an appropriate action pursuant to Labor Code Section 2698 *et seq.* Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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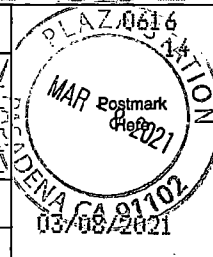
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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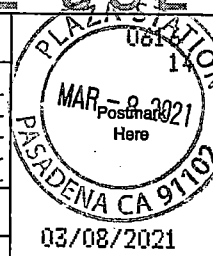
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 City, State, ZIP+4® **LOS ANGELES CA 90017**

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