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NO

January 27, 2016

VIA CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED

Douglas Hoffner
Acting Secretary
California Labor & Workforce Development Agency
800 Capital Mall, MIC-55
Sacramento, CA 95814

Re: **Anaheim Arena Management, LLC**
California Labor Code section 2699, *et seq.* violations

Dear Mr. Hoffner:

I am writing on behalf of aggrieved former employee Denise Cassaro ("Cassaro"). This notice is being made to the Labor & Workforce Development Agency pursuant to the requirement of Labor Code section 2699.3 that Cassaro and other aggrieved employees suffered from one or more of the below referenced Labor Code violations by their current or former employer Anaheim Arena Management, LLC ("AAM").

AAM has had a consistent policy of failing to pay minimum, straight and overtime wages for hours worked by its non-exempt hourly California employees in violation of California law. AAM failed to pay Cassaro and other similarly aggrieved employees for all of the time in which they were under its control, including but not limited to time that they were required to spend traveling to and through security checkpoints that were designated and required by AAM. Additionally, when Cassaro and other aggrieved employees clocked in to work, AAM would improperly round their time to their designated start time although the employees were required to be there earlier, and were under the control of their employer earlier, including but not limited to the time that they were required to travel through and take the above referenced security measures, and time that they spent traveling to the designated time clock after they cleared security. It would take Cassaro and other aggrieved employees at least five minutes after clearing security just to get to their designated time clock. AAM's rounding policy on its face violates the law as it states: "Clock-in's within 15 minutes of your start time, will roll forward to your scheduled start minute." As a result of this policy, Cassaro and other aggrieved employees were always underpaid and the rounding practice always worked to

their disadvantage. AAM has also failed to include the value of free meals and beverages that were provided to its non-exempt employees into the calculation of these employees' regular rate of pay for overtime purposes, thus paying them an artificially lower and illegal overtime rate of pay. Lastly, AAM did not compensate Cassaro, and other aggrieved employees for the time that they spent maintaining their uniform to the standards required by the company.

AAM's employee handbook states that: "All team members working more than a six hour shift are required to take a 30 minute break." The handbook also states that "All team members working more than 12 hours are eligible for a second meal break which must be taken before the 10th hour of work." The handbook also states that: "All meal breaks should be taken in a designated break area/room." Cassaro and other employees were typically only given a chance to quickly "eat," and then resume their duties, and did not get a full 30 minutes off-duty where they could leave the facility because of work demands. AAM would nevertheless, have employees clock out for these legally inadequate meal periods where 30 minutes was deducted from these employees pay. Additionally, when employees worked in excess of 10 hours in a day they were not offered an opportunity to take a second meal period in accordance with Labor Code section 512 under the company's above stated policy. AAM also failed to pay its employees a premium pursuant to Labor Code section 226.7 and the IWC Wage Orders when it failed to provide its employees with legally adequate meal periods as described above.

Cassaro and other aggrieved employees were also not informed of their right to take, nor were they authorized and permitted to take 10-minute rest breaks for every four hours of work, or major fraction thereof because of work demands and limited staffing. These individuals were also not compensated for not being provided their 10-minute rest breaks.

AAM also did not provide and/or reimburse Cassaro and other aggrieved employees for the costs associated with the maintenance of their uniforms. Employees were required to maintain their uniforms which AAM required to be "pressed" and ironed, and properly washed in a specific manner in order to avoid fading, all without paying for the time spent maintaining them, or providing reimbursement for the costs associated with their maintenance.

Finally, AAM's wage statements listed the incorrect rates of pay and earnings, as the value of free meals and beverages were not included in the calculation of their regular rate of pay. Thus, the total earnings and the overtime rate listed on the employee's pay stubs are incorrect as they do not include the value of free meals and beverages, and as such both are lower than the legal standard. The number of hours that the employees

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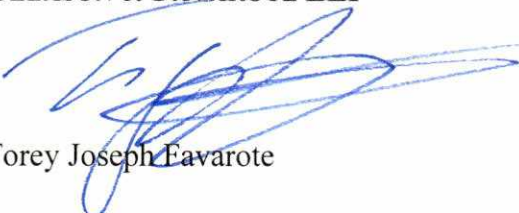
actually spent working for the company that is listed on the wage statement is also incorrect because of the company's illegal rounding policy, failure to record and compensate its employees for all of the time that they were under its control, including but not limited to time that they spent complying with the company's required security measures, the time traveling to their designated time clock after clearing security, the time that they spent maintaining their uniforms and all of the other time that they spent working under AAM's control.

For the above stated reasons the wage statements also failed to list all of the correct and applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by these employees. AAM's failure to properly pay Cassaro and other aggrieved employees for all hours worked in the above stated instances violate Labor Code sections 201, 202, 203, 204, 223, 510, 558, 1194, and 1198. Additionally, AAM required Cassaro and other aggrieved employees to work without appropriate compensation, including the payment of at least minimum wage for such work time as described above in violation of Labor Code sections 201, 202, 203, 204, 223, 510, 558, 1194, 1194.2, 1197, 1197.1 and 1198, and the Industrial Welfare Commission ("IWC") Wage Orders, Section 3.

Cassaro and all aggrieved employees who were separated from their employment with AAM, to whom AAM willfully failed to pay for all hours worked, as described herein, are also entitled to up to thirty days of wages pursuant to California Labor Code sections 201, 202 and 203.

Very truly yours,

GLEASON & FAVAROTE LLP



Torey Joseph Favarote

TJF/ts

cc: Anaheim Arena Management, LLC
c/o Michael Schulman
2101 East Pacific Coast Hwy, Third Floor
Corona Del Mar, CA 92625

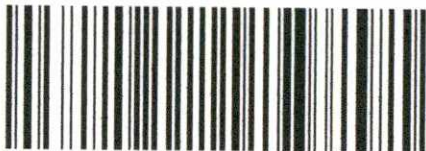


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State of California
Labor & Workforce Development Agency

Douglas Hoffner

Acting Secretary

California Labor & Workforce Development

Agency

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