

LAW OFFICES OF
RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 WILSHIRE BOULEVARD, SUITE 2200
LOS ANGELES, CALIFORNIA 90010
TELEPHONE: (323) 777-7777
FACSIMILE: (213) 480-6201
EMAIL: ABICKFORD@YOUNESSILAW.COM

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January 23, 2025

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Loren Elizabeth Payne v. Fifth Third Bank, National Association et al.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 23360)

To Whom It May Concern:

Please be informed that Fifth Third Bank, National Association, Fifth Third Bancorp, Automatic Data Processing, Inc. dba Wisely by ADP, ADP TotalSource, Inc., United Ground Express, Inc., United Airlines, Inc. (hereinafter collectively referred to as “Respondents”), and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Loren Elizabeth Payne, as well as other employees working for Respondents within the past four years, including all of Respondents’ other locations within California.

Our client worked for Respondents as an agent from on or about May 9, 2024 to on or about November 25, 2024. Per California Labor Code Section 212, “(a) no person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.” Here, our client was issued wages by Respondents through a prepaid card, which required her to pay fees or incur costs to collect her wages, and the prepaid card could not be readily cashed in full. Thus, Respondents failed to pay our client wages when due, failed to provide accurate itemized wage statements to our client,

unlawfully deducted or withheld wages from our client, and failed to pay our client all wages due and owing at the time of her termination.

Our client may represent all other potentially aggrieved employees who were subjected to the same labor code violations as follows:

Respondents violated Labor Code §§ 212, 1194, because it failed issue our client and/or other aggrieved employees wages that were negotiable, payable in cash, on demand, without discount, at some established place of business in the state,

Respondents violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondent further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondent violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondents violated Labor Code §221 because it deducted and withheld monies from wages earned from our client and/or other aggrieved employees.

Respondents may have the right to cure certain violations and/or reduce certain civil penalties pursuant to Labor Code § 2699.5 et seq. and 2699.3 et seq.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 558, 226.3.

Respondents' violations of 8 Code of Regulations § 11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§ 201-203, 221, 226, 226.7, 227.3, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondents failed to pay wages when due, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment AND/OR unlawfully deducted

or withheld monies from wages earned) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that she and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondents, on behalf of herself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Respectfully,

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

Andreea Bickford

**Andreea Bickford
Attorney at Law**