

MILLS SADAT DOWLAT LLP
Arash Sadat (SBN 279282)
Mir Raza (SBN 358311)
333 South Hope Street, 40th Floor
Los Angeles, CA 90071
Tel.: (213) 628-3856
Email: arash@msdlawyers.com
Email: mir@msdlawyers.com

Attorneys for Plaintiff
Ashley Tapia

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ASHLEY TAPIA, an individual,

Plaintiff,

v.

EXHIBITION HUB SACRAMENTO LLC, a
Delaware limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No. **25CV017440**

ASHLEY TAPIA'S COMPLAINT FOR:

- (1) Wrongful Constructive Termination in Violation of Public Policy**
- (2) Retaliation (Lab. Code § 1102.5)**
- (3) Retaliation (Lab. Code § 6310)**
- (4) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**
- (5) Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (6) Waiting Time Penalties (Lab. Code §§ 201-203)**
- (7) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (8) Failure to Reimburse Expenses (Lab. Code § 2802)**
- (9) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**
- (10) Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

JURY TRIAL DEMANDED

1 Plaintiff Ashley Tapia brings this action against Defendant Exhibition Hub Sacramento
2 LLC and Does 1 through 10, inclusive (collectively, “Defendants”), and alleges as follows:

3 **INTRODUCTION**

4 1. Ashley Tapia brings this action against Exhibition Hub for ongoing and intentional
5 violations of California employment and labor laws. Ms. Tapia served Exhibition Hub diligently as
6 the top operational manager of the Sacramento location. Despite these managerial tasks, and
7 despite her title of General Manager, Exhibition Hub routinely compelled Ms. Tapia to spend a
8 significant portion—no less than 50 percent—of her working hours performing non-exempt
9 manual labor such as restocking, heavy lifting, inventory management, and even assisting with
10 valet services.

11 2. Further, Exhibition Hub subjected Ms. Tapia to hazardous and unacceptable
12 working conditions by removing essential heating infrastructure without adequate measures to
13 protect the integrity of the building, thereby exposing her and other staff to inclement weather
14 conditions. Despite Ms. Tapia’s repeated complaints about these dangerous circumstances, her
15 supervisor, Nadia Reichman, consistently disregarded her concerns, compelling Ms. Tapia to
16 personally mitigate these hazards alongside janitorial staff.

17 3. Additionally, Defendant instituted policies in January 2024 requiring salaried
18 employees, including Ms. Tapia, to clock in and out, further restricting their ability to manage
19 work schedules flexibly. Consequently, Ms. Tapia regularly worked upwards of 60 hours per week
20 without appropriate overtime compensation, exacerbating her already burdensome workload.

21 4. Making matter worse, throughout her tenure, Ms. Tapia was compelled to use her
22 personal phone for work-related communications, receiving no reimbursement from Exhibition
23 Hub for this business-related expense. Despite repeatedly voicing complaints about these
24 conditions to her direct supervisor, Ms. Tapia’s concerns were consistently ignored, evidencing
25 Exhibition Hub’s disregard for employee welfare and labor laws.

26 **THE PARTIES**

27 5. Plaintiff Ashley Tapia (“Ms. Tapia” or “Plaintiff”) is an individual residing in
28 Orangevale, California.

6. Defendant Exhibition Hub (“Exhibition Hub”) is a Delaware limited liability company with its principal place of business in Doraville, Georgia.

7. Plaintiff is unaware of the true names and capacities of the defendants sued as Does 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were proximately caused by said defendants' conduct.

8. All the acts and conduct alleged herein were duly authorized, ordered by management-level employees of Defendants. In addition, Defendants participated in the aforementioned conduct of their said employees, agents and representatives, and, upon completion of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the conduct alleged herein.

VENUE AND JURISDICTION

9. The wrongful conduct alleged against the Defendants occurred in the County of Sacramento, California. At all times relevant hereto, the conduct at issue was part of a continuous and ongoing pattern of behavior.

10. This Court is the proper forum to adjudicate this action because the wrongful acts that are the subject of this action occurred here and because Defendants now reside in its jurisdictional area.

GENERAL ALLEGATIONS

11. Ms. Tapia began working for Exhibition Hub as a General Manager on or about June 1, 2022. Ms. Tapia was responsible for all aspects of the operations of Exhibition Hub's Sacramento location.

12. However, for extended periods of her employment, Ms. Tapia spent more than half of her hours performing manual labor such as restocking, unloading boxes for retail, stacking heavy boxes, rearranging inventory. Ms. Tapia also frequently assisted the valet team parking cars

1 during open hours.

2 13. At the time of her hiring, Operations Manager Ryan Haines was Ms. Tapia's direct
3 supervisor. In June 2023, Operations Manager Nadia Reichman ("Ms. Reichman") became Ms.
4 Tapia's direct supervisor.

5 14. In November 2023, Exhibition Hub removed the heating, venting, and air
6 conditioning ("HVAC") system from Ms. Tapia's location. As a result, Ms. Tapia and other
7 employees were forced to work in uninhabitable heat and cold, including unloading pallets of
8 goods from delivery trucks in temperatures over 100 degrees Fahrenheit.

9 15. When the HVAC system was removed, large holes were left in the exterior of the
10 building, letting in rain and other weather. Ms. Tapia and her janitorial staff had to cover the holes
11 themselves.

12 16. Ms. Tapia complained to Ms. Reichman regarding these conditions, but Ms.
13 Reichman ignored her complaints. Ms. Tapia also requested personal protective equipment, such
14 as sunscreen, for employees working in extreme heat, but Ms. Reichman denied these requests.

15 17. In January 2024, Exhibition Hub began requiring exempt employees to clock in and
16 out for shifts and lunch breaks. Also starting in January 2024, the company implemented a policy
17 requiring salaried exempt employees to clock in and out for lunch and shift.

18 18. Around the same time Ms. Reichman stopped permitting Ms. Tapia and other
19 exempt employees to "flex" their time. In the past, if Ms. Tapia worked more than 40 hours in one
20 week, she could work fewer hours the next week, provided that all her job duties were complete.

21 19. Ms. Reichman also instructed Ms. Tapia to take on more duties of the hourly
22 employees to reduce the amount of overtime Exhibition Hub was required to pay. As a result, Ms.
23 Tapia often worked upwards of 60 hours per week and spent no less than half of that time on non-
24 exempt tasks.

25 20. In April 2024, Ms. Tapia's location was closed for an earthquake retrofit. Ms. Tapia
26 continued to perform administrative tasks from her main location and assist with hiring at a nearby
27 location. However, her hours were reduced, as was her pay, despite the fact that she was a salaried
28 employee.

21. In or about June 2024, Ms. Tapia's location re-opened, and Ms. Tapia began working no fewer than 60 hours per week. Based on the intolerable working conditions she was forced to endure over an extended period of time, Ms. Tapia felt she had no choice but to resign and did so in November 2024.

22. Ms. Tapia was required to use her personal phone for work purposes throughout her tenure at Exhibition Hub and was not reimbursed for the use of that phone.

FIRST CAUSE OF ACTION

Wrongful Constructive Termination in Violation of Public Policy

(Against All Defendants)

23. Ms. Tapia incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

24. Exhibition Hub employed Ms. Tapia from June 2022 to November 2024.

25. Exhibition Hub discharged Ms. Tapia on November 1, 2024.

26. Ms. Tapia's complaints regarding unhealthy and unsafe working conditions and issues regarding her pay were substantial factors leading to her discharge.

27. As a result of her constructive termination, Ms. Tapia incurred and continues to incur damages, including but not limited to lost wages, deprivation of employment benefits, and emotional distress in an amount to be proven at trial.

28. Exhibition Hub's conduct was malicious, oppressive and fraudulent and was orchestrated, committed, approved, adopted, and/or ratified by one or more officers, directors, or managing agents of Exhibition Hub, all of whom acted on behalf of Exhibition Hub.

SECOND CAUSE OF ACTION

Retaliation (Lab. Code § 1102.5)

(Against All Defendants)

29. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

30. At all times mentioned herein, Defendants employed five or more persons, and Labor Code section 1102.5 was binding on Defendants. This section requires Defendants to

1 refrain from retaliating against any employee as a result of the employee's opposition to practices
2 forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or
3 federal rule or regulation pursuant to Labor Code section 1102.5, subdivision (c).

4 31. At all relevant times, Plaintiff was an employee of Defendant.

5 32. As set forth above, Plaintiff complained to Defendants and/or its agents regarding
6 unsafe and unhealthy working conditions and regarding Defendants' wage and hour violations.

7 33. Plaintiff had reasonable cause to believe that Defendants' conduct was a violation
8 of law.

9 34. Plaintiff's complaints were a substantial factor in Defendants' retaliatory conduct.

10 35. As a direct and proximate result of Defendants' unlawful conduct, as set forth
11 herein, Plaintiff has sustained, and continues to sustain, damages in the form of lost wages and
12 other employment benefits in an amount in excess of the minimum jurisdictional requirements of
13 this court, the exact amount of which will be proven at trial.

14 36. As a further legal result of the above-described conduct of Defendants, and each of
15 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
16 proof.

17 **THIRD CAUSE OF ACTION**

18 **Retaliation (Lab. Code § 6310)**

19 (Against All Defendants)

20 37. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth
21 fully herein.

22 38. Plaintiff was an employee of Exhibition Hub.

23 39. Plaintiff on her own behalf and on behalf of others, complained to operations
24 manager Nadia Reichman regarding unsafe or unhealthy working conditions.

25 40. Exhibition Hub reduced Plaintiff's hours and cut her pay.

26 41. Plaintiff's complaint was a substantial motivating reason for Exhibition Hub's
27 decision to reduce Plaintiff's hours and cut her pay.

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42. Plaintiff was harmed and Defendant's conduct was a substantial factor in causing Plaintiff's harm.

43. As a result of Exhibition Hub's conduct, Ms. Tapia has sustained, and continues to sustain, damages, in the form of lost wages and other employment benefits, and emotional and physical distress in an amount in excess of the minimum jurisdictional requirements of this court, in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)

(Against All Defendants)

44. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

45. At all times relevant to this complaint, Plaintiff was employed by Exhibition Hub.

46. By the course of conduct set forth above, Defendants violated Labor Code sections 510, 1194, and relevant IWC Wage Orders.

47. The Labor Code requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees.

48. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid proper overtime compensation for all overtime hours worked.

49. Labor Code section 510 and the applicable Wage Orders require that an employer compensate all work performed by an employee in excess of eight hours in one workday or in excess of forty hours in any one workweek, and all work performed by an employee during the first eight hours worked on the seventh day of work in any one workweek, at one and one-half times the employee's regular rate of pay.

50. Labor Code section 510 and the applicable Wage Orders further require that an employer compensate all work performed by an employee in excess of 12 hours in one workday, and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's regular rate of pay.

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51. During the relevant time period, Plaintiff worked in excess of eight hours in a work day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

52. Defendants knowingly and willfully failed to pay proper overtime wages earned and due to for overtime hours worked.

53. As a result of Defendants' failure to pay wages earned and due, Defendants violated the Labor Code.

54. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

FIFTH CAUSE OF ACTION

Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)

(Against All Defendants)

55. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

56. At all relevant times, Defendants were aware of and were under a duty to comply with Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

57. Labor Code section 512 prohibits an employer from employing an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

58. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty"

1 meal period shall be permitted only when the nature of the work prevents an
2 employee from being relieved of all duty and when by written agreement between
3 the parties an on-the-job paid meal period is agreed to. The written agreement shall
4 state that the employee may, in writing, revoke the agreement at any time. If an
5 employer fails to provide an employee a meal period in accordance with the
6 applicable provisions of this Order, the employer shall pay the employee one (1)
7 hour of pay at the employee's regular rate of compensation for each work day that
8 the meal period is not provided.

9 59. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided,
10 in relevant part that:

11 Every employer shall authorize and permit all employees to take rest periods, which
12 insofar as practicable shall be in the middle of each work period. The authorized
13 rest period time shall be based on the total hours worked daily at the rate of ten (10)
14 minutes net rest time per four (4) hours or major fraction thereof. However, a rest
15 period need not be authorized for employees whose total daily work time is less
16 than three and one-half (3 ½) hours. Authorized rest period time shall be counted,
17 as hours worked, for which there shall be no deduction from wages. If an employer
18 fails to provide an employee a rest period in accordance with the applicable
19 provisions of this Order, the employer shall pay the employee one (1) hour of pay
20 at the employee's regular rate of compensation for each work day that the rest
21 period is not provided.

22 60. Labor Code section 226.7 prohibits any employer from requiring any employee to
23 work during any meal or rest period mandated by an applicable IWC wage order, and provides that
24 an employer that fails to provide an employee with a required rest break or meal period shall pay
25 that employee one additional hour of pay at the employee's regular rate of compensation for each
26 work day that the employer does not provide a compliant meal or rest period.

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61. Defendants knowingly failed to provide Plaintiff with meal periods as required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law. Defendants also failed to provide Plaintiff with any payment of meal and rest premiums.

62. Plaintiff has therefore been damaged and is entitled to payment of the meal and rest period premiums as provided by law.

SIXTH CAUSE OF ACTION

Waiting Time Penalties (Lab. Code §§ 201-203)

(Against All Defendants)

63. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

64. Labor Code sections 201 and 202 require an employer to pay its employees all wages due immediately upon discharge or within 72 hours of resignation. This requirement applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully fails to pay such wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

65. Defendants willfully failed to pay Plaintiff her earned and unpaid overtime wages for over 30 days from the time such wages should have been paid under the Labor Code.

66. As a result of Defendants' willful failure to pay Plaintiff's owed overtime wages upon separation from employment, Plaintiff has been harmed and Defendants are liable for statutory waiting time penalties pursuant to Labor Code section 203.

SEVENTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements (Lab. Code § 226)

(Against All Defendants)

67. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

68. Labor Code section 226, subdivision (a) requires employers to provide employees, semi-monthly or at the time of each payment of wages, with a statement that accurately reflects certain itemized information including total number of hours worked.

69. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and accurate wage statements that accurately reflected the total number of hours worked and wages earned, as required by Labor Code section 226.

70. As a result of Defendants' failure to provide accurate itemized wage statements, Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime worked each pay period in a timely manner, which prevented him from asserting his rights under California law.

71. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor Code section 226, subdivision (e): the greater of actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4,000).

EIGHTH CAUSE OF ACTION

Failure to Reimburse Expenses (Lab. Code § 2802)

(Against All Defendants)

72. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

73. At all relevant times, Plaintiff was an employee covered by Labor Code section 2802. Plaintiff incurred expenses as a direct consequence of discharging her job duties and in obedience to the directions of Exhibition Hub.

74. The expenses Plaintiff incurred were necessary and reasonable.

75. Exhibition Hub failed to reimburse Plaintiff for the full amount of the expenses incurred and Plaintiff has consequently suffered damages in an amount to be proven at trial.

NINTH CAUSE OF ACTION

Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)

(Against All Defendants)

76. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

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1 77. Business and Professions Code section 17200, *et seq.* (“UCL”) prohibits any
2 “unlawful, unfair, or fraudulent business act or practice.” Defendants have engaged in unlawful
3 activity as follows:

- 4 a. Violations of Labor Code sections 226.7 and 512 for failure to provide meal
5 periods and rest breaks;
- 6 b. Violations of Labor Code sections 510 and 1194 for failure to pay overtime
7 wages;
- 8 c. Violations of Labor Code section 226 for failure to provide accurate wage
9 statements;
- 10 d. Violations of Labor Code sections 201-203 for failure to pay accrued wages
11 upon separation of employment;
- 12 e. Violations of Labor Code section 1102.5 for terminating Plaintiff in
13 retaliation for good faith complaints about Defendant’s wage and hour
14 violations; and
- 15 f. Violations of IWC Wage Orders for the same conduct set forth herein.

16 78. Plaintiff lost money as a result of Defendants’ violations of the unlawful prong of
17 the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of her job and future
18 wages.

19 79. As a result of its unlawful business practices, Defendants have damaged Plaintiff by
20 wrongfully denying her earned overtime wages, meal periods, rest breaks, and premium
21 compensation.

22 80. Plaintiff seeks restitution and disgorgement and other appropriate relief available
23 under Business and Professions Code section 17200, *et seq.*

24 **TENTH CAUSE OF ACTION**

25 **Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

26 (Against All Defendants)

27 81. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
28 fully herein.

1 82. Plaintiff is an aggrieved employee under PAGA because she was employed by
2 Defendants during the applicable statutory period and suffered one or more of the Labor Code
3 violations set forth in this Complaint. Plaintiff seeks to recover on her behalf, on behalf of the
4 State, and on behalf of all current and former aggrieved employees of Defendants, the civil
5 penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative
6 action.

7 83. Plaintiff seeks penalties pursuant to PAGA for violation of the following Labor
8 Code sections:

- 9 a. Failure to provide prompt payment of wages to employees upon termination
10 and resignation in violation of Labor Code sections 201-203;
- 11 b. Failure to provide accurate itemized wage statements to employees in
12 violation of Labor Code section 226;
- 13 c. Failure to maintain accurate payroll records in violation of Labor Code
14 sections 1174 and 1174.5;
- 15 d. Failure to reimburse necessary business expenses in violation of Labor Code
16 section 2802;
- 17 e. Failure to pay overtime wages in violation of applicable wage orders and
18 Labor Code sections 510, 558, and 1194; and
- 19 f. Failure to provide premium pay for missed meal and rest breaks in violation
20 of 226.7.

21 84. On February 17, 2025, Plaintiff provided the requisite written notice by certified
22 mail to the California Labor and Workforce Development Agency ("LWDA") and to Defendants,
23 informing them of the provisions of the Labor Code alleged to have been violated, including the
24 facts and theories to support the alleged violations. (Attached as **Exhibit A**). Plaintiff's PAGA
25 case number is No. LWDA-CM-1080432-25.

26 85. At the time of this filing, the Labor and Workforce Development Agency has not
27 indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice.
28 If it does so, Plaintiff will amend his complaint. Otherwise, Plaintiff may commence a civil action

1 to recover penalties under Labor Code section 2699 pursuant to section 2699.3 for the violations of
2 the Labor Code described in this Complaint. These penalties include, but are not limited to,
3 penalties under Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 6 A. For general damages, special damages, and non-economic damages according to
7 proof, but in an amount in excess of the jurisdictional limit of this Court;
8 B. For punitive damages in an amount appropriate to punish Defendants and deter
9 others from engaging in similar misconduct on appropriate legal causes of action;
10 C. For unpaid overtime wages, meal and rest period premiums, and other due wages
11 D. For amounts provided for in in Labor Code sections 226 and 226.7;
12 E. For penalties available under applicable laws, including waiting time penalties;
13 F. For restitution and disgorgement under the UCL;
14 G. For an award of civil penalties under PAGA;
15 H. For prejudgment interest;
16 I. For costs of suit, including attorneys' fees and expert witness fees; and
17 J. For such other relief as the Court deems just and proper.

18
19 Dated: July 23, 2025

MILLS SADAT DOWLAT LLP

20
21 By: 

22 Arash Sadat

23 Attorneys for Plaintiff
24 Ashley Tapia
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EXHIBIT A

February 17, 2025

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

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

Exhibition Hub Sacramento LLC
5660 Buford Hwy NE C/O Exhibition Hub Arts Centre
Doraville, GA 30340

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Ashley Tapia (“Plaintiff”) and all other aggrieved employees who intend to file an action against Exhibition Hub Sacramento LLC (“Defendant” or “Exhibition Hub”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], 515 [misclassification as exempt], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides exhibition services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on or about June 1, 2022. Plaintiff worked as a manager.

Defendant paid Plaintiff a salary of \$75,000 and classified her as an exempt employee.

Although Plaintiff performed exempt administrative tasks that supported the business operations of the employer and required independent judgment, from April 2024 to June 20204 Plaintiff's hours and salary were reduced to less than the equivalent of two times California minimum wage, which was \$15.50 per hour at the time of Plaintiff's employment with Defendant. Defendant misclassified Plaintiff as an exempt employee to avoid paying her overtime.

Plaintiff was also issued inaccurate wage statements, which failed to list: (1) all hours worked and the hourly rate; and (2) and premium pay for meal and rest break violations. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 ("Section 226"), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Failure to Maintain Accurate Payroll Records

Pursuant to Labor Code section 1174, subdivision (d), an employer is required to keep payroll records showing the hours worked daily and wages paid to employees. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to maintain payroll records in compliance with this statute.

Labor Code section 1174.5 provides that any employer who fails to maintain accurate payroll records required by section 1174, subdivision (d), "shall be subject to a civil penalty of five hundred dollars (\$500)."

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), an employer who violates "any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty." (Lab. Code § 558, subd. (a).)

An employer's initial violation is subject to a "fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of "one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." (*Ibid.*)

Here, Defendant's personnel often took lunch breaks after the 5th hour but were not paid meal premiums for late lunch breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff's employment, she was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay her the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

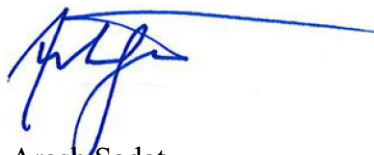
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], 515 [misclassification as exempt], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat