

The Kick Law Firm

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April 24, 2025

Via Online Submission

Department of Industrial Relations
Accounting Unit
Attn. PAGA Administrator
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Via Certified U.S. Mail – Return

Receipt Requested

Forward Air, Inc.
2501 Rosecrans Ave,
Los Angeles, CA 90059

Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Tiga Stevenson

Employers: Forward Air, Inc.

To Whom It May Concern:

This office represents Tiga Stevenson (“Ms. Stevenson”), who was employed by Forward Air, Inc. and related entities (collectively, “Employers”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 9-2001, which Ms. Stevenson alleges Employers have violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employers in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employers. Our office, with submission of this notice, has also paid the \$75.00 to the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

We are investigating a potential class and representative action on behalf of Employers’ current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 9-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 9-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 9-2001, § 7; failure to indemnify employees for necessary expenditures incurred in discharge of duties in violation of Labor Code § 2802(a); failure to provide suitable seating in violation of Labor Code § 1198 and Wage Order No. 9-2001, § 14; unlawful deductions and withholdings from employees’ wages in violation of Labor Code §§ 221, 222.5, 223 and 224;

compelled and coerced patronization of the employer and/or other persons in violation of Labor Code § 450; and willful misclassification of employees as independent contractors in violation of Labor Code § 226.8.

The allegations made by Ms. Stevenson on behalf of herself and all other similarly-situated current and former non-exempt employees of Employers in the State of California during the four years preceding the date of this notice are based on the following facts and theories:

Employers failed to compensate employee drivers for time spent on non-driving tasks, such as waiting while a vehicle was loaded and unloaded.

Employers failed to pay discharged or quitting employees all wages due within 72 hours of the employee's last day of work. For instance, Employers failed to provide Ms. Stevenson's final paycheck at any time following her termination.

Employers failed to properly pay overtime wages as further discussed below. For instance, Employers failed to pay overtime wages to Ms. Stevenson for a 19-hour shift that required the use of a sleeper berth.

Employers misclassified driver employees as independent contractors even though Employers operate a trucking and transportation business.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Stevenson and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11. Employers failed to provide their employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Stevenson's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed.

Employers further violated Labor Code § 226.7 and Wage Order No. 9-2001 by failing to compensate Ms. Stevenson and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 9-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Stevenson and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 9-2001. Employers failed to authorize and permit their employees to take required rest periods. Specifically, Employers maintained a policy or practice of not authorizing and permitting Ms. Stevenson and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Employers consistently failed to authorize and permit Ms. Stevenson and other similarly-situated individuals to take rest breaks. When Ms. Stevenson and other aggrieved employees were able to take rest breaks, Employers failed to authorized and permit Ms. Stevenson and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Employers further violated Labor Code § 226.7 and Wage Order No. 9-2001, § 12 by failing to pay Ms. Stevenson and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Ms. Stevenson and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4. Employers failed to pay Ms. Stevenson and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Stevenson and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Stevenson and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Stevenson and other aggrieved employees; failing to properly maintain Ms. Stevenson's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Stevenson and other aggrieved employees for each pay period; failing to compensate employees for non-driving time; and other methods to be discovered.

Employers' conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½)

times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Stevenson and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001. Employers failed to compensate Ms. Stevenson and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; requiring, suffering or permitting Ms. Stevenson and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Stevenson and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Stevenson and other aggrieved employees; failing to provide accurate itemized statements to Ms. Stevenson and other aggrieved employees for each pay period; failing to pay overtime wages for non-driving time; and other methods to be discovered.

In violation of California law, Employers have refused to perform their obligations to compensate Ms. Stevenson and other aggrieved employees for all wages earned and all hours worked. Employers' conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Employers failed to pay Ms. Stevenson and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Employers required Ms. Stevenson and other aggrieved employees to work off-the-clock without compensation and required Ms. Stevenson and other aggrieved employees to work through required meal breaks without compensation. Additionally, Employers failed to pay Ms. Stevenson and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

Employers also failed to pay Ms. Stevenson and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Employers knew they were required to pay overtime wages, yet on many occasions failed to pay Ms. Stevenson and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Employers willfully failed to pay accrued wages and other compensation to Ms. Stevenson and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because Employers required Ms. Stevenson and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Ms. Stevenson and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, and failed to compensate employees for non-driving time, Employers failed and continue to fail to pay the full earned and unpaid wages due to Ms. Stevenson and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, 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.

Employers failed to provide Ms. Stevenson and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Stevenson and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 9-2001, § 7.

Specifically, Employers had knowledge they were not compensating their employees for non-driving time or providing their employees with proper meal and rest breaks; nevertheless, Employers knowingly failed to include in the wage statements the extra hour of compensation

owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Ms. Stevenson and other aggrieved employees lost wages. In addition, Employers had knowledge they were requiring employees to work off-the-clock and were not properly compensating their employees for all hours worked, yet Employers knowingly failed to include this time worked in the wage statements. As a result, Ms. Stevenson and other aggrieved employees lost wages. Employers also did not properly calculate the regular rate of pay of Ms. Stevenson and other aggrieved employees. As a result, Ms. Stevenson's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

Employers failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Employers had knowledge they were not compensating their employees for non-driving time and were not providing their employees with proper meal and rest breaks; nevertheless, Employers knowingly failed to include in the wage statements compensation for the non-driving time or the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Employers had knowledge they were requiring employees to work off-the-clock and were not properly compensating their employees for all hours worked, yet Employers knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties, Unlawful Deductions, and Compulsion and Coercion to Patronize Employer and/or Other Persons

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer. Employers failed to indemnify Ms. Stevenson and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employers, including but not limited to expenses for cell phones, equipment, fees, fines, travel-related expenses, and other employment-related expenses, in violation of Labor Code § 2802.

Moreover, Labor Code §§ 221, 222.5, and 223 makes it unlawful to deduct or withhold from employees' wages outside of circumstances specified in Labor Code § 224. Employers, however, made such deductions directly from Ms. Stevenson and other aggrieved employees' compensation in violation of Labor Code §§ 221, 222.5, 223 and 224. Specifically, such deductions included, but were not limited to deductions for insurance, leased equipment, fuel, and fees.

Furthermore, Labor Code § 450 provides that no employer "may compel or coerce an employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of any thing of value." Employers compelled and coerced Ms. Stevenson and other aggrieved employees to purchase items of value from specific vendors in violation of Labor Code § 450.

Willful Misclassification as Independent Contractors

Labor Code § 226.8(a) states in part that it is “unlawful for any person or employer to engage” in the “(1) Willful misclassification of an individual as an independent contractor.” Moreover, Labor Code § 226.8(a) goes on to also state that it is similarly “unlawful for any person or employer to engage” in the “(2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deduction from compensation, for any purpose... arising from the individual’s employment where any of the acts described... would have violated the law if the individual had not been misclassified.” Ms. Stevenson and other aggrieved employees were clearly employees subject to the control of Employers and such, to the extent any aggrieved employees were classified by Employers as independent contractors, Employers willfully misclassified them as independent contractors and required to pay, by direct payment and/or deductions from wages, for various goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from their employment by Employers in violation of Labor Code § 226.8.

This notice is hereby given to Employers and any and all related and/or alter ego companies, corporations, partnerships, 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 California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Employers, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Stevenson’s reasonable attempt to settle his/her dispute with Employers prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Employers of Ms. Stevenson’s aforementioned grievances and the proposed remedies as detailed below, while affording Employers reasonable opportunity to meet Ms. Stevenson’s demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Employers shall pay Ms. Stevenson and all other similarly-situated persons employed by Employers at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Employers shall comply with all California labor laws and ensure that their non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Employers shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for cell phones, uniforms, equipment, travel-related expenses, fuel, insurance, fines, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Employers shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employers also shall pay each employee one hour of pay for each workday he or she was not provided one or more meal periods, as required by Labor Code § 226.7.

5. Employers shall reimburse those employees who were forced to pay for any business expenses incurred for Employers' benefit, as well as those items employees were compelled and coerced to purchase from Employers or other specified persons.

6. Employers shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Employers shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages, as well as reasonable attorneys' fees and costs.

8. Employers shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 9-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049. Additionally, please advise us if the Agency or Employers require additional information regarding Ms. Stevenson's complaints.

Thank you for your prompt attention to this matter.

Sincerely,

The Kick Law Firm, APC

A handwritten signature in cursive script that reads "Tyler Dosaj".

Tyler J. Dosaj