

GRAHAMHOLLIS APC
Nathan J Reese (SBN 283150)
nresse@grahamhollis.com
Monique R. Rodriguez (SBN 304223)
mrodriguez@grahamhollis.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff
Brishell Rachel Goodman

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRISHELL RACHEL GOODMAN,
individually and on behalf of the State of
California, the general public, and all aggrieved
employees,

Plaintiff,

v.

PARSEC, LLC, an Ohio limited liability
company; PARSEC INC. d.b.a. OHIO
PARSEC, INC., an Ohio stock corporation;
and DOES 1 through 50 inclusive,

Defendants.

Case No.: 25STCV25730

**COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (Labor Code §§ 2698 *et seq.*)**

Plaintiff Brishell Rachel Goodman (“Plaintiff”), by and through her attorneys of record, brings this enforcement action under the Private Attorneys General Act of 2004 (“PAGA”) on behalf of herself, the State of California, and all aggrieved employees against Defendant Parsec, LLC, Defendant Parsec, Inc. d.b.a. Ohio Parsec, Inc., and Does 1 through 50, inclusive (collectively, “Parsec” or “Defendants”), on the following grounds:

INTRODUCTION

1. This enforcement action is brought by Plaintiff on behalf of herself and all other persons who were classified as non-exempt and performed work for Parsec, including those persons who were directly employed by Parsec, a staffing agency, or another third party, during the relevant period (referred to herein as “Aggrieved Employees”).

2. Through this action, Plaintiff alleges that Defendants have violated the California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Orders by, among other things:

- a. Failing to timely pay all minimum and/or regular wages during employment;
- b. Failing to timely pay all overtime and/or double time wages during employment;
- c. Failing to provide paid sick leave;
- d. Failing to furnish accurate itemized wage statements;
- e. Failing to maintain accurate employment records; and
- f. Failing to provide employment records upon request.

3. By and through this enforcement action, Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks to recover all available remedies including, but not limited to, civil penalties, injunctive relief, reasonable attorneys’ fees and litigation costs.

4. All allegations in this complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff, which are based upon her personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 410.10. Defendants conduct business in California. The amount in controversy, exclusive of interest, costs, and attorneys’ fees exceeds the minimum jurisdictional amount for this Court.

6. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Aggrieved Employees within this county and throughout the State of California.

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THE PARTIES

7. At all times relevant to this complaint, Plaintiff Brishell Rachel Goodman was an adult residing in San Bernadino County, and in the State of California. Plaintiff began her employment with Defendants in or around June 13, 2024. Plaintiff currently works as a Driver in Commerce, California, which is in Los Angeles County.

8. Defendant Parsec, LLC is an Ohio limited liability company authorized to do business, and actually doing business, in the State of California. Defendant Parsec, LLC is a provider of contract intermodal terminal management services in North America and operates in multiple locations throughout the United States and Canada.

9. Defendant Parsec Inc. d.b.a. Ohio Parsec, Inc. is an Ohio stock corporation authorized to do business, and actually doing business, in the State of California. Defendant Parsec Inc. d.b.a. Ohio Parsec, Inc. supports activities for rail transportation.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are ascertained.

11. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant to this complaint, were employers subject to the Labor Code and applicable IWC Wage Order, as defined therein, whose employees were and are engaged in work throughout this county within the state of California.

12. At all times relevant to this complaint, the acts alleged to have been done and/or caused by the named defendants are also alleged to have been done and/or caused by the fictitiously named defendants and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

13. At all times relevant to this complaint, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of

1 the other defendants, and in doing the things alleged herein, acted within the course and scope of such
2 agency, employment, alter-ego and/or in furtherance of the joint venture.

3 14. At all times relevant to this complaint, the acts and/or omissions of each of the defendants,
4 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
5 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
6 causing the wrongful conduct, harm, and/or damages alleged herein.

7 15. Each of the defendants, including each fictitiously named defendant, approved of,
8 condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein.

9 16. Each defendant, including each fictitiously named defendant, was and is acting with the
10 authority of each and every other defendant and/or are acting as agents of each and every other defendant
11 or Doe defendant.

12 17. At all times relevant to this complaint, there was a unity of interest and ownership between
13 each defendant, including each fictitiously named defendant, such that all defendants acted as a single
14 employer of Plaintiff and all other Aggrieved Employees.

15 18. At all times relevant to this complaint, each defendant, including each fictitiously named
16 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
17 and all other Aggrieved Employees, including, but not limited to, implementing standard policies and
18 procedures.

19 19. At all times relevant to this complaint, each defendant, including each fictitiously named
20 defendant, was the employer or other person acting on behalf of the employer, within the meaning of
21 Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

22 20. At all times relevant to this complaint, each defendant, including each fictitiously named
23 defendant, caused Aggrieved Employees, including Plaintiff, to work and/or prevented Plaintiff and other
24 Aggrieved Employees from working.

25 21. At all times relevant to this complaint, each defendant, including each fictitiously named
26 defendant, had control over the Aggrieved Employees.

27 22. Each defendant, including each fictitiously named defendant, is alleged to have caused
28 each of the violations alleged herein.

23. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

24. Plaintiff has been employed by, or otherwise performed work for, Defendants from about June 13, 2024, through the present. Plaintiff works as a Driver for Defendants in Commerce, California. As a Driver, Plaintiff's job duties consist of operating a "yard dog" truck to move containers to the train from the lot and vice versa, among other things. At all times during her employment, Plaintiff was classified by Defendants as a non-exempt employee, earned an hourly wage, and was to be paid on a weekly basis. Plaintiff typically works Thursday through Monday, with shifts scheduled from 4:00 p.m. to 12:00 a.m., though she occasionally works alternative shifts from 12:00 p.m. to 12:30 a.m. or 4:00 p.m. to 4:30 a.m.

25. Defendants are providers of contract intermodal terminal management services in North America and operate in multiple locations throughout the United States and Canada. In California, Defendants operate large-scale transportation and logistics facilities in Commerce, City of Industry, and Los Angeles. Parsec employs approximately 2,000 employees at their California locations, including approximately 1,500 drivers and 200-300 employees per shift.

26. At all times relevant to this complaint, Defendants employed other Aggrieved Employees in various non-exempt positions.

27. At all times relevant to this complaint, Aggrieved Employees earn an hourly wage and are to be paid on a weekly basis.

28. At all times relevant to this complaint, the policies and practices applicable to Plaintiff were also applicable to other Aggrieved Employees.

29. At all times relevant to this complaint, Defendants have a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by Defendants during employment.

30. Defendants have a practice of rounding time recorded when compensating Plaintiff and other Aggrieved Employees. Plaintiff and other Aggrieved Employees are not paid for all time worked as a result of Defendants' rounding practice.

31. Defendants have about six time clock machines for Plaintiff and other Aggrieved Employees to clock in and out. Because there are anywhere from 200-300 employees per shift, there is regularly a line to clock in and out at the beginning and end of the day, and for meal periods. Plaintiff and other Aggrieved Employees are not compensated for the time they spend waiting to clock in for work.

32. Plaintiff and other Aggrieved Employees are required to wear safety equipment for work. Plaintiff and other Aggrieved Employees are instructed to put on their safety equipment prior to clocking in for work and to take off their safety equipment prior to clocking out for work. Plaintiff and other Aggrieved Employees are not paid for the time they spend putting on and taking off their safety equipment.

33. Plaintiff and other Aggrieved Employees regularly clock in prior to their scheduled start time to attend to work-related duties. However, Defendants have a practice of “adjusting” the time records of Plaintiff and other Aggrieved Employees to reflect their scheduled start time. Plaintiff and other Aggrieved Employees are not compensated for all time worked or spent under the control of Defendants.

34. At all times relevant to this complaint, Defendants have a common practice of failing to pay all overtime wages no later than the pay day for the next regular payroll period during employment.

35. Defendants have a policy and practice of only paying overtime to Plaintiff and other Aggrieved Employees if they work 50 or more hours in a week. Defendants have not filed results of an alternative workweek election nor is Plaintiff aware that any such election took place. Yet, Defendants do not pay overtime to Plaintiff and other Aggrieved Employees for work performed in excess of eight hours a day and/or 40 hours per workweek. Plaintiff and other Aggrieved Employees are not properly or timely paid overtime wages for all time worked or spent under the control of Defendants in excess of eight hours per day and/or 40 hours per workweek.

36. At all times relevant to this complaint, Defendants have a common practice of failing to provide paid sick leave.

37. Defendants regularly employed Plaintiff and other Aggrieved Employees in California for 30 or more days within a year. Defendants have a written policy that states Plaintiff and other Aggrieved Employees are to receive sick leave at the start of each contract year based on their years of service. June is the start of each contract year. However, as of June 15, 2025, Defendants failed to provide Plaintiff and other Aggrieved Employees with sick leave as outlined in Defendants’ written policy and California law.

1 38. Defendants' written policy does not provide Plaintiff and other Aggrieved Employees who
2 have less than three years of service with at least five days/forty hours of sick leave as required by
3 California law.

4 39. Defendants have failed to provide written notice setting forth the amount of paid sick leave
5 available to Plaintiff and other Aggrieved Employees.

6 40. At all times relevant to this complaint, Defendants have a common practice of failing to
7 furnish accurate itemized wage statements.

8 41. The wage statements furnished to Plaintiff and other Aggrieved Employees do not display
9 their actual available paid sick leave balance.

10 42. Defendants also furnished wage statements that do not accurately display Plaintiff's and
11 other Aggrieved Employees' gross and net wages earned, total hours worked, or all applicable hourly rates
12 in effect during each period and the corresponding number of hours worked at each hourly rate by the
13 Aggrieved Employee.

14 43. The wage statements furnished by Defendants do not reflect premium wages for non-
15 compliant rest and meal periods.

16 44. The inaccuracies on the wage statements prevent Plaintiff and other Aggrieved Employees
17 from promptly and easily determining the information on their wage statements.

18 45. At all times relevant to this complaint, Defendants have a common practice of failing to
19 maintain accurate employment records.

20 46. Defendants fail to accurately document the proper beginning and end of each work period,
21 including the accurate start and end times of meal periods.

22 47. Defendants' records show that the time entries have been rounded and adjusted resulting
23 in inaccurate time records.

24 48. Defendants' records are inaccurate because they do not reflect the actual hours worked or
25 wages earned by Aggrieved Employees.

26 49. At all times relevant to this complaint, Defendants have a common practice of failing to
27 timely provide employment and personnel records upon request.

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1 50. On May 28, 2025, Plaintiff submitted a written request to Defendants for a copy of her
2 personnel file, documents she signed, her payroll records and other employment records (“employment
3 records”) in accordance with Labor Code sections 226(b) and (c), 432, 1198.5, and the “Records” section
4 of the applicable IWC Wage Order.

5 51. Plaintiff sent a second written request to Defendants for her employment records on
6 July 2, 2025 after not receiving a response to her initial request.

7 52. Plaintiff sent a third written request to Defendants for her employment records on
8 August 5, 2025 after not receiving a response to her first and second requests.

9 53. Defendants finally produced a copy of Plaintiff’s personnel file and payroll records on
10 August 7, 2025.

11 54. On May 27, 2025, Plaintiff submitted written notice to the California Labor and Workforce
12 Development Agency (“LWDA”) and Defendants informing them of Defendants’ alleged violations of
13 the Labor Code. A true and correct copy of the May 27, 2025 written notice is attached hereto as **Exhibit 1**
14 and is incorporated herein by reference.

15 55. On June 27, 2025, Plaintiff submitted a written notice to the LWDA and Defendants
16 informing them that Plaintiff was amending her initial notice to include additional facts and legal theories.
17 A true and correct copy of the June 27, 2025 written notice is attached hereto as **Exhibit 2** and is
18 incorporated herein by reference.

19 56. To date, the LWDA has not provided notice of its intent to investigate the alleged
20 violations.

21 57. Plaintiff believes that additional violations may be discovered and therefore reserves her
22 right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff
23 discovers additional violations, Plaintiff will seek to amend the operative complaint.

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PAGA DESIGNATION

58. Plaintiff represents herself and the following individuals:

Aggrieved Employees

All persons who were classified as non-exempt and who performed work for Defendants in California, including those individuals who were directly employed by Defendants, a staffing agency, or another third-party, during the period commencing on the date that is one year and sixty-five days prior to the filing of this complaint through and including the date judgment is entered. To the extent equitable tolling operates to toll the claims by the Aggrieved Employees against Defendants, the time period should be adjusted accordingly.

59. Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

60. Plaintiff reserves her right to redefine the group of Aggrieved Employees as permitted by California law.

61. Pursuant to Labor Code section 2698 *et seq.*, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

62. Pursuant to Labor Code section 2699(m), all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five (35%) to the aggrieved employees.

63. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with the LWDA, Defendants were Plaintiff’s and all other Aggrieved Employee’s employer or person acting on behalf of the Aggrieved Employees’ employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

64. Plaintiff is an “aggrieved employee” under the PAGA because she was employed by the alleged violator and personally suffered each of the violations alleged.

65. Plaintiff exhausted her administrative remedies by submitting written notice to the LWDA and Defendants. See Exs. 1, 2.

66. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A).

67. To date, the LWDA has not provided notice of its intent to investigate the alleged violations.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, on behalf of Herself, the State of California, and all Aggrieved Employees, against Defendants and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

68. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

69. Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, seeks to recover civil penalties, injunctive relief, and attorneys' fees and costs through this enforcement action based on the following violations of the Labor Code and/or IWC Wage Order provisions:

- a. Failing to timely pay all minimum and/or regular wages during employment in violation of Labor Code sections 204, 1194, 1197, 1198, and the "Minimum Wage" and "Hours and Days of Work" sections of the Applicable IWC Wage Orders;
- b. Failing to timely pay all overtime wages during employment in violation of Labor Code sections 204, 510, 1194, 1197, 1198, and the "Hours and Days of Work" and "Minimum Wage" sections of the Applicable IWC Wage Orders;
- c. Failing to provide paid sick leave in violation of Labor Code section 246;
- d. Failing to furnish accurate itemized wage statements in violation of Labor Code section 226, and the "Records" section of the Applicable IWC Wage Orders;
- e. Failing to maintain accurate employment records in violation of Labor Code section 1174, and the "Records" section of the Applicable IWC Wage Orders; and
- f. Failing to timely provide employment records upon request in violation of Labor Code sections 226(b) and (c), 432, and 1198.5.

1 70. Labor Code section 210 provides that any person who fails to pay wages as provided in
2 Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a
3 civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent
4 violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of
5 the amount unlawfully withheld, in addition to any other penalty. Plaintiff, on behalf of herself, the State
6 of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
7 210.

8 71. For violations of Labor Code sections 510 and 512, in addition to any other recovery
9 provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid
10 employee for the initial violation and \$100 per pay period for each underpaid employee for each
11 subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision
12 regulating hours and days of work in any order of the IWC. Plaintiff, on behalf of herself, the State of
13 California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
14 558.

15 72. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to
16 maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per
17 pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for
18 a violation of Labor Code section 1174(d). Plaintiff, on behalf of herself, the State of California, and all
19 other Aggrieved Employees, seeks the civil penalty imposed by section 1174.5.

20 73. Labor Code section 1197.1 imposes a civil penalty of \$100 for each underpaid employee
21 for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each
22 underpaid employee for each pay period for which the employee is underpaid for paying or causing an
23 employee to be paid a wage less than the minimum wage. Plaintiff, on behalf of herself, the State of
24 California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
25 1197.1.

26 74. Labor Code section 1198.5(k) imposes a penalty of \$750 on the employer for the
27 employer's failure to comply with Labor Code section 1198.5. Plaintiff, on behalf of herself and the State
28 of California, seeks the civil penalty imposed by Labor Code section 1198.5(k).

75. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

76. For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2).

77. Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks injunctive relief as provided by Labor Code section 2699(k)(1).

78. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

79. Labor Code sections 218.5, 226(e)(1), 1194, 1198.5(l), 2802, and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks attorneys' fees and costs as permitted by

1 Labor Code sections 218.5, 226(e)(1), 1194, 1198.5(l), 2802, and Code of Civil Procedure section 1021.5.

2 80. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees
3 requests further relief as described in the below prayer.

4 **PRAYER FOR RELIEF**

5 Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees prays for
6 judgment against Defendants as follows:

- 7 a. For any and all civil penalties available for the violations of the Labor Code and
8 applicable IWC Wage Order alleged herein including, but not limited to, civil
9 penalties under Labor Code sections 210, 558(a), 1174.5, 1197.1, 1198.5(k),
10 2699(f)(2), 2699(f)(2)(A), and/or other applicable law;
- 11 b. For injunctive relief pursuant to Labor Code section 2699(k)(1);
- 12 c. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
13 including, but not limited to, Labor Code sections 218.5, 226(e)(1), 1194, 1198.5(l),
14 2802, 2699(k)(1), Code of Civil Procedure section 1021.5, and the "common fund"
15 theory, the "substantial benefit" theory, the "catalyst" theory and/or other
16 applicable law; and
- 17 d. For any and all other relief as this Court deems just and proper.

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19 Respectfully submitted,

20 Dated: September 3, 2025

GRAHAMHOLLIS APC

21 By: Monique R. Rodriguez
22 Nathan Reese
23 Monique R. Rodriguez
24 Attorneys for Plaintiff
25 Brishell Rachel Goodman
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EXHIBIT 1

May 27, 2025

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nathan Reese
nreese@grahamhollis.com
619.344.8696 direct

VIA ONLINE FILING PORTAL

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

CERTIFIED MAIL (RETURN RECEIPT)

Parsec, Inc.
12755 E 9 Mile Rd
Warren, MI 48089

Parsec Inc. d.b.a. Ohio Parsec Inc.
1100 Gest Street
Cincinnati, OH 45203

Parsec Inc. d.b.a. Ohio Parsec Inc.
c/o Corporate Creations Network Inc., 1505 Corporation, Registered Agent for
Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

Parsec, LLC
12755 E 9 Mile Rd
Warren, MI 48089

Parsec, LLC
c/o Corporate Creations Network Inc., 1505 Corporation, Registered Agent for
Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

**Re: Rachel Goodman's Wage and Hour Claims Against Parsec
Inc. and Parsec, LLC**

Dear California Labor and Workforce Development Agency, Parsec, Inc., and
Parsec, LLC:

Please be advised that Rachel Goodman ("Claimant") has retained our

Graham S.P. Hollis

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Alex Kuner

Dawn M. Berry

Taylor M. Gee

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

*Licensed to Practice in CA and WA

firm to represent her for various claims against her employers, Parsec Inc. (d.b.a Ohio Parsec Inc.) and Parsec, LLC (collectively, “Parsec” or the “Company”).

This letter shall serve as Claimant’s written notice to the California Labor and Workforce Development Agency (“LWDA”) and to the Company of the alleged violations of the California Labor Code (“Labor Code”) and applicable Industrial Welfare Commission (“IWC”) Wage Orders that Claimant claims the Company committed against her and all other individuals who were classified as non-exempt and performed work for Parsec in California, including those individuals who were directly employed by Parsec, a staffing agency, or another third party during the relevant period (“Aggrieved Employees”). Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2699.3.

Claimant intends to file a civil action against the Company to enforce her rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to seek recovery of civil penalties on behalf of herself and all other Aggrieved Employees.

BACKGROUND

Parsec Inc. (d.b.a. Ohio Parsec Inc.) and Parsec, LLC (collectively, “Parsec” or the “Company”) operate a large-scale transportation and logistics facility in the City of Commerce, California. The Company employs approximately 2,000 employees at this location, including approximately 1,500 drivers and 200-300 employees per shift.

Claimant was employed by the Company beginning June 13, 2024, as a Driver. As a Driver, Claimant’s primary job duties included operating a “yard dog” truck to move containers to and from train stations. At all relevant times, Claimant was classified as a non-exempt employee and earned an hourly wage of \$21.12 per hour.

Claimant typically worked Thursday through Monday, with shifts scheduled from 4:00 p.m. to 12:00 a.m., though she occasionally worked alternative shifts from 12:00 p.m. to 12:30 a.m. or 4:00 p.m. to 4:30 a.m. Claimant regularly worked between 40 and 50 hours per week and was paid overtime at varying rates, most recent at \$10.53 per hour, and previously at \$10.56 per hour. The Company utilized a fingerprint-based clock-in system for tracking employee work hours.

At all relevant times, the Company has employed other Aggrieved Employees in the State of California who were classified as non-exempt and performed similar duties. These Aggrieved Employees were subject to the same policies, practices, and working conditions as Claimant.

The policies and practices applicable to Claimant including, but not limited to, those regarding work schedules, overtime compensation, meal and rest periods, and timekeeping requirements, were also applicable to other Aggrieved Employees, unless otherwise stated.

VIOLATIONS OF THE LABOR CODE

FAILURE TO PAY ALL MINIMUM AND REGULAR WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Company during employment. Specifically, the Company requires Claimant and other Aggrieved Employees to arrive 45 minutes before their scheduled shift start time to secure a functioning truck, but does not compensate employees for this mandatory pre-shift time. Employees are forced to wait in their trucks without compensation until their official shift start time. This uncompensated pre-shift work time results in employees performing work without receiving minimum wage or regular wages for all hours worked.

FAILURE TO PROVIDE MEAL AND REST BREAKS

(Labor Code §§ 226.7, 512, and the “Meal Periods” and “Rest Periods” sections of the Applicable IWC Wage Order)

The Company maintains a policy and practice of failing to provide off-duty and uninterrupted meal and rest breaks to Aggrieved Employees. Aggrieved Employees are often not relieved of all duties and therefore prevented from taking their meal and rest breaks timely and/or uninterrupted and/or at all.

The Company’s failure to provide proper meal and rest breaks violates California law requiring employers to provide employees with compliant meal and rest periods during which employees are relieved of all duties. The Company’s practices deprive Aggrieved Employees of their right to take uninterrupted meal and rest breaks as required by law.

FAILURE TO PAY ALL OVERTIME WAGES DURING EMPLOYMENT

(Labor Code §§ 510, 558, 1194, 1198, and the “Hours and Days of Work” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to pay all overtime wages owed to Claimant and other Aggrieved Employees. The Company recently implemented a new policy that only pays overtime after 50 hours worked per week, in direct violation of California law

requiring overtime payment after 8 hours in a day or 40 hours in a week. Additionally, the Company incorrectly calculates overtime rates, paying significantly reduced overtime rates. For example, despite Claimant's regular rate of \$21.12 per hour, the Company only paid overtime at \$10.53 per hour (previously \$10.56), which is less than the legally required overtime rate of one and one-half times the regular rate of pay.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 1174, 1174.5, and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. Despite using a fingerprint-based clock-in system, the Company fails to maintain accurate records of all time worked, including the mandatory pre-shift time when employees are required to arrive early and secure their trucks. The Company has failed to maintain accurate records showing the total daily hours worked by employees, including overtime hours, and has failed to maintain accurate records of all wages earned, including regular and overtime wages. Additionally, the Company fails to maintain accurate records of meal and rest periods taken by employees, including whether such breaks were provided timely, were uninterrupted, or were provided at all. The Company has also failed to maintain accurate records of meal and rest break premiums owed to employees when compliant breaks were not provided. Furthermore, Claimant and other Aggrieved Employees are denied access to their timesheets and timecards, preventing them from verifying the accuracy of their recorded work hours and wages earned.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226 and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The wage statements provided to Claimant and other Aggrieved Employees do not accurately reflect all hours worked, including the mandatory pre-shift time. Furthermore, the wage statements do not accurately reflect the correct overtime rates or overtime hours worked, showing incorrect reduced overtime rates rather than the legally required overtime rate based on the regular rate of pay. The wage statements also fail to accurately reflect meal and rest break premiums owed when compliant breaks were not provided, and fail to include these premium payments as required by law. The wage statements also fail to accurately reflect the total hours worked at each applicable rate of pay, preventing employees from readily determining whether they have been properly compensated for all hours worked.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

The Company has a common practice of failing to reimburse employees for necessary business expenses incurred in the discharge of their duties. Specifically, Claimant and other

Aggrieved Employees are required to purchase and maintain various supplies necessary for performing their job duties, including masks, tools, sanitizers, and gloves, for which they are not reimbursed. Additionally, employees incur expenses related to their mandatory early arrival time, including transportation costs, for which they are not reimbursed. The Company's failure to reimburse these necessary business expenses violates California Labor Code requirements for expense reimbursement.

**FAILURE TO PROVIDE EMPLOYMENT AND PERSONNEL RECORDS UPON
REQUEST**

(Labor Code §§ 226(b), (c), (f), 432, and 1198.5)

The Company has a common practice of failing to provide employees access to their employment and personnel records as required by law. Despite using a fingerprint-based timekeeping system, the Company does not provide Claimant and other Aggrieved Employees with access to their timesheets and timecards. This prevents employees from verifying their hours worked, wages earned, and the accuracy of their compensation. The Company's failure to provide access to these records violates California Labor Code requirements for employee access to employment records.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR
CODE AND THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 226.7, 512, 558(a), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), and
2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay

period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to: timely pay all minimum and regular wages for all hours worked, including mandatory pre-shift time; pay proper overtime wages at the correct rate; provide compliant meal and rest breaks; maintain accurate employment records including records of meal and rest periods; furnish accurate itemized wage statements that properly reflect meal and rest break premiums; reimburse necessary business expenses including required supplies and protective equipment; and provide access to employment records upon request. These violations have affected Claimant and other Aggrieved Employees throughout their employment with the Company.

The Company must be enjoined from engaging in these unlawful practices and held accountable for civil penalties as provided by law. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND
THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 226(h), 1194, 1198.5(l), 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 226(h), 1194, 1198.5(l), 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorneys' fees, and she will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of herself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the

violations of the Labor Code and the applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself, all other Aggrieved Employees, and the State of California.

Sincerely,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive, flowing style.

Nathan Reese

EXHIBIT 2

June 27, 2025

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nathan Reese
nreese@grahamhollis.com
619.344.8696 direct

Graham S.P. Hollis

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Alex Kuner

Dawn M. Berry

Taylor M. Gee

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

*Licensed to Practice in CA and WA

VIA ONLINE FILING PORTAL

California Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Parsec, LLC
12755 E 9 Mile Rd
Warren, MI 48089

Parsec, LLC
c/o Corporate Creations Network Inc., 1505 Corporation, Registered Agent for Service
of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

Parsec, Inc.
12755 E 9 Mile Rd
Warren, MI 48089

Parsec Inc. d.b.a. Ohio Parsec Inc.
1100 Gest Street
Cincinnati, OH 45203

Parsec Inc. d.b.a. Ohio Parsec Inc.
c/o Corporate Creations Network Inc., 1505 Corporation, Registered Agent for Service
of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

**Re: Rachel Goodman's Wage and Hour Claims Against Parsec, LLC
and Parsec, Inc.**

Dear California Labor and Workforce Development Agency, Parsec, LLC and
Parsec, Inc.:

Please be advised that Rachel Goodman ("Claimant") has retained our firm to
represent her for various claims against her current employers, Parsec, LLC and
Parsec, Inc. (collectively, the "Company" or "Parsec").

This letter shall serve as Claimant's amended written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Company of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Company committed against her and all other persons who were classified as non-exempt and performed work for the Company in California, including those individuals who were directly employed by Parsec, LLC, Parsec, Inc., a staffing agency, or another third party during the relevant period ("Aggrieved Employees"). Claimant provides this amended written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3. Claimant incorporates by reference her initial written notice submitted on May 27, 2025, which is attached hereto as Exhibit 1.

Claimant intends to file a civil action against the Company to enforce her and the other Aggrieved Employee's rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of the initial written notice and this written notice, Claimant intends to represent herself and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

Parsec is a provider of contract intermodal terminal management services in North America and operates in multiple locations throughout the United States and Canada. In California, Parsec operates large-scale transportation and logistics facilities in Commerce, City of Industry, and Los Angeles. Parsec employs approximately 2,000 employees at their California locations, including approximately 1,500 drivers and 200-300 employees per shift.

Claimant began her employment with the Company in or around June 13, 2024. Claimant works as a Driver. As a Driver, Claimant's primary job duties included operating a "yard dog" to move containers to and from the train to the lot and vice versa. Claimant is classified as a non-exempt employee and earns an hourly wage of \$21.12 per hour.

Claimant typically works Thursday through Monday, with shifts scheduled from 4:00 p.m. to 12:00 a.m., though she occasionally works alternative shifts from 12:00 p.m. to 12:30 a.m. or 4:00 p.m. to 4:30 a.m. Claimant regularly works between 40 and 50 hours per week. The Company currently utilizes a fingerprint-based clock-in system for tracking employee work hours. Prior to April 2025, the Company used a time clock that required Claimant to enter a six-digit employee identification number.

At all relevant times, the Company has employed other Aggrieved Employees in the State of California. Other Aggrieved Employees are classified by the Company as non-exempt and earn an hourly wage.

At all relevant times, the policies, practices, and working conditions applicable to Claimant were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimant alleges that the Company denied her and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to provide paid sick leave; failed to timely pay all minimum and/or regular wages; failed to timely pay all overtime and/or double times wages; failed to authorize and permit lawful rest periods and/or pay premium wages; failed to provide lawful meal periods and/or pay premium wages; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to reimburse for necessary business expenses.

All facts, allegations, and/or legal theories contained within the original notice and this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in the original notice and this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves her right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of herself, all other Aggrieved Employees, and the State of California against the Company and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories, by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

FAILURE TO PROVIDE PAID SICK LEAVE

(Labor Code §§ 246, 248.5, and 1197.1)

The Company has a common practice of failing to provide paid sick leave. The Company regularly employed Claimant and other Aggrieved Employees in California for 30 or more days within a year. According to the Company's written policies, Claimant and other Aggrieved Employees are to receive sick leave at the start of each contract year based on their years of service. June is the start of each contract year. As of June 15, 2025, the Company has failed to provide Claimant and other Aggrieved Employees with sick leave as outlined in the Company's written policy and California law. The Company's written policy does not provide Claimant and other Aggrieved Employees who have less than three years of service with at least five days/forty hours of sick leave as required by California law. The Company fails to provide written notice setting forth the amount of paid sick leave available. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND
OVERTIME WAGES DURING EMPLOYMENT**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Company during employment. The Company also has a common practice of failing to timely pay all overtime wages no later than the pay day for the next regular payroll period during employment. The Company has a practice of rounding time recorded when compensating Claimant and other Aggrieved Employees. Claimant and other Aggrieved Employees are underpaid as a result the Company’s rounding practice.

The Company has about six time clock machines for Claimant and other Aggrieved Employees to clock in and out. Because there are anywhere from 200-300 employees per shift, there is regularly a line to clock in and out at the beginning and end of the day, and for meal periods. Claimant and other Aggrieved Employees are not compensated for the time they spend waiting to clock in for work.

Claimant and other Aggrieved Employees are required to wear safety equipment for work. Claimant and other Aggrieved Employees are instructed to put on their safety equipment prior to clocking in for work and to take off their safety equipment prior to clocking out for work. Claimant and other Aggrieved Employees are not paid for the time they spend putting on and taking off their safety equipment.

The Company has a practice of “adjusting” the time records of Claimant and other Aggrieved Employees when they clock in prior to their scheduled start time to attend to work-related duties. As a result, Claimant and Aggrieved Employees are not compensated for all time worked or spent under the control of the Company.

The Company has a policy and practice of only paying overtime to Claimant and other Aggrieved Employees if they work 50 or more hours in a week. The Company has not filed results of an alternative workweek election nor is Claimant aware that any such election took place. The Company does not pay overtime to Claimant and other Aggrieved Employees for work performed in excess of eight hours a day and/or 40 hours per workweek. Claimant and other Aggrieved Employees are not properly or timely paid overtime wages for all time worked or spent under the control of the Company in excess of eight hours per day and/or 40 hours per workweek.

Claimant and other Aggrieved Employees are not paid for the time they spend waiting in line to clock in. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

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**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS**

(Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment. The Company fails to relinquish control over how Claimant and other Aggrieved Employees spend their time during rest periods. The Company does not permit Claimant and other Aggrieved Employees to leave the premises during rest periods. The Company does not pay premium wages to Claimant or other Aggrieved Employees for non-compliant rest periods. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment. The Company fails to provide Claimant and other Aggrieved Employees with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth hour of work when they work five or more hours in a workday. The Company also fails to provide Claimant and other Aggrieved Employees with a second 30-minute, uninterrupted, duty-free, meal period when they work ten or more hours in a day. The Company does not pay premium wages to Claimant or other Aggrieved Employees for non-compliant meal periods. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**

(Labor Code §§ 201, 202, and 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Company has yet to pay all former Aggrieved Employees for all time actually engaged in work or spent under the control of the Company and for all non-compliant rest and/or meal periods. The Company has therefore failed to pay all wages due and owing upon separation of employment. The Company has also failed to pay the appropriate waiting time penalties for the late payment of all wages due and owing. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

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FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 246(i), and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The wage statements furnished to Claimant and other Aggrieved Employees do not display their actual available paid sick leave balance. The Company also furnished wage statements that do not accurately display Claimant’s and other Aggrieved Employees’ gross and net wages earned, total hours worked, or all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the Aggrieved Employee. The wage statements furnished by the Company do not reflect premium wages for non-compliant rest and meal periods. The inaccuracies prevent Claimant and other Aggrieved Employees from promptly and easily determining the information on their wage statements. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. The Company fails to accurately document the proper beginning and end of each work period, including the accurate start and end times of meal periods. The Company’s records show that the time entries have been rounded and adjusted. The Company’s records are inaccurate because they do not reflect the actual hours worked or wages earned by Aggrieved Employees. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE
AND THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 558(a), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), and 2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to provide paid sick leave; failing to timely pay all minimum and/or regular wages; failing to timely pay all overtime and/or double times wages; failing to authorize and permit lawful rest periods and/or pay premium wages; failing to provide lawful meal periods and/or pay premium wages; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; and failing to reimburse for necessary business expenses. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein and those in the initial written notice. Claimant intends to pursue all available remedies including, but not limited to, those stated herein and the initial written notice for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and she will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of herself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and applicable IWC Wage Order described herein and those that may be later discovered.

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CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive, flowing style.

Nathan Reese

Enclosure: Exhibit 1 – May 27, 2025 Initial Notice

EXHIBIT 1

May 27, 2025

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nathan Reese
nreese@grahamhollis.com
619.344.8696 direct

VIA ONLINE FILING PORTAL

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

CERTIFIED MAIL (RETURN RECEIPT)

Parsec, Inc.
12755 E 9 Mile Rd
Warren, MI 48089

Parsec Inc. d.b.a. Ohio Parsec Inc.
1100 Gest Street
Cincinnati, OH 45203

Parsec Inc. d.b.a. Ohio Parsec Inc.
c/o Corporate Creations Network Inc., 1505 Corporation, Registered Agent for
Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

Parsec, LLC
12755 E 9 Mile Rd
Warren, MI 48089

Parsec, LLC
c/o Corporate Creations Network Inc., 1505 Corporation, Registered Agent for
Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

**Re: Rachel Goodman's Wage and Hour Claims Against Parsec
Inc. and Parsec, LLC**

Dear California Labor and Workforce Development Agency, Parsec, Inc., and
Parsec, LLC:

Please be advised that Rachel Goodman ("Claimant") has retained our

Graham S.P. Hollis

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Alex Kuner

Dawn M. Berry

Taylor M. Gee

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

*Licensed to Practice in CA and WA

firm to represent her for various claims against her employers, Parsec Inc. (d.b.a Ohio Parsec Inc.) and Parsec, LLC (collectively, “Parsec” or the “Company”).

This letter shall serve as Claimant’s written notice to the California Labor and Workforce Development Agency (“LWDA”) and to the Company of the alleged violations of the California Labor Code (“Labor Code”) and applicable Industrial Welfare Commission (“IWC”) Wage Orders that Claimant claims the Company committed against her and all other individuals who were classified as non-exempt and performed work for Parsec in California, including those individuals who were directly employed by Parsec, a staffing agency, or another third party during the relevant period (“Aggrieved Employees”). Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2699.3.

Claimant intends to file a civil action against the Company to enforce her rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to seek recovery of civil penalties on behalf of herself and all other Aggrieved Employees.

BACKGROUND

Parsec Inc. (d.b.a. Ohio Parsec Inc.) and Parsec, LLC (collectively, “Parsec” or the “Company”) operate a large-scale transportation and logistics facility in the City of Commerce, California. The Company employs approximately 2,000 employees at this location, including approximately 1,500 drivers and 200-300 employees per shift.

Claimant was employed by the Company beginning June 13, 2024, as a Driver. As a Driver, Claimant’s primary job duties included operating a “yard dog” truck to move containers to and from train stations. At all relevant times, Claimant was classified as a non-exempt employee and earned an hourly wage of \$21.12 per hour.

Claimant typically worked Thursday through Monday, with shifts scheduled from 4:00 p.m. to 12:00 a.m., though she occasionally worked alternative shifts from 12:00 p.m. to 12:30 a.m. or 4:00 p.m. to 4:30 a.m. Claimant regularly worked between 40 and 50 hours per week and was paid overtime at varying rates, most recent at \$10.53 per hour, and previously at \$10.56 per hour. The Company utilized a fingerprint-based clock-in system for tracking employee work hours.

At all relevant times, the Company has employed other Aggrieved Employees in the State of California who were classified as non-exempt and performed similar duties. These Aggrieved Employees were subject to the same policies, practices, and working conditions as Claimant.

The policies and practices applicable to Claimant including, but not limited to, those regarding work schedules, overtime compensation, meal and rest periods, and timekeeping requirements, were also applicable to other Aggrieved Employees, unless otherwise stated.

VIOLATIONS OF THE LABOR CODE

FAILURE TO PAY ALL MINIMUM AND REGULAR WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Company during employment. Specifically, the Company requires Claimant and other Aggrieved Employees to arrive 45 minutes before their scheduled shift start time to secure a functioning truck, but does not compensate employees for this mandatory pre-shift time. Employees are forced to wait in their trucks without compensation until their official shift start time. This uncompensated pre-shift work time results in employees performing work without receiving minimum wage or regular wages for all hours worked.

FAILURE TO PROVIDE MEAL AND REST BREAKS

(Labor Code §§ 226.7, 512, and the “Meal Periods” and “Rest Periods” sections of the Applicable IWC Wage Order)

The Company maintains a policy and practice of failing to provide off-duty and uninterrupted meal and rest breaks to Aggrieved Employees. Aggrieved Employees are often not relieved of all duties and therefore prevented from taking their meal and rest breaks timely and/or uninterrupted and/or at all.

The Company’s failure to provide proper meal and rest breaks violates California law requiring employers to provide employees with compliant meal and rest periods during which employees are relieved of all duties. The Company’s practices deprive Aggrieved Employees of their right to take uninterrupted meal and rest breaks as required by law.

FAILURE TO PAY ALL OVERTIME WAGES DURING EMPLOYMENT

(Labor Code §§ 510, 558, 1194, 1198, and the “Hours and Days of Work” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to pay all overtime wages owed to Claimant and other Aggrieved Employees. The Company recently implemented a new policy that only pays overtime after 50 hours worked per week, in direct violation of California law

requiring overtime payment after 8 hours in a day or 40 hours in a week. Additionally, the Company incorrectly calculates overtime rates, paying significantly reduced overtime rates. For example, despite Claimant's regular rate of \$21.12 per hour, the Company only paid overtime at \$10.53 per hour (previously \$10.56), which is less than the legally required overtime rate of one and one-half times the regular rate of pay.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 1174, 1174.5, and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. Despite using a fingerprint-based clock-in system, the Company fails to maintain accurate records of all time worked, including the mandatory pre-shift time when employees are required to arrive early and secure their trucks. The Company has failed to maintain accurate records showing the total daily hours worked by employees, including overtime hours, and has failed to maintain accurate records of all wages earned, including regular and overtime wages. Additionally, the Company fails to maintain accurate records of meal and rest periods taken by employees, including whether such breaks were provided timely, were uninterrupted, or were provided at all. The Company has also failed to maintain accurate records of meal and rest break premiums owed to employees when compliant breaks were not provided. Furthermore, Claimant and other Aggrieved Employees are denied access to their timesheets and timecards, preventing them from verifying the accuracy of their recorded work hours and wages earned.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226 and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The wage statements provided to Claimant and other Aggrieved Employees do not accurately reflect all hours worked, including the mandatory pre-shift time. Furthermore, the wage statements do not accurately reflect the correct overtime rates or overtime hours worked, showing incorrect reduced overtime rates rather than the legally required overtime rate based on the regular rate of pay. The wage statements also fail to accurately reflect meal and rest break premiums owed when compliant breaks were not provided, and fail to include these premium payments as required by law. The wage statements also fail to accurately reflect the total hours worked at each applicable rate of pay, preventing employees from readily determining whether they have been properly compensated for all hours worked.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

The Company has a common practice of failing to reimburse employees for necessary business expenses incurred in the discharge of their duties. Specifically, Claimant and other

Aggrieved Employees are required to purchase and maintain various supplies necessary for performing their job duties, including masks, tools, sanitizers, and gloves, for which they are not reimbursed. Additionally, employees incur expenses related to their mandatory early arrival time, including transportation costs, for which they are not reimbursed. The Company's failure to reimburse these necessary business expenses violates California Labor Code requirements for expense reimbursement.

**FAILURE TO PROVIDE EMPLOYMENT AND PERSONNEL RECORDS UPON
REQUEST**

(Labor Code §§ 226(b), (c), (f), 432, and 1198.5)

The Company has a common practice of failing to provide employees access to their employment and personnel records as required by law. Despite using a fingerprint-based timekeeping system, the Company does not provide Claimant and other Aggrieved Employees with access to their timesheets and timecards. This prevents employees from verifying their hours worked, wages earned, and the accuracy of their compensation. The Company's failure to provide access to these records violates California Labor Code requirements for employee access to employment records.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR
CODE AND THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 226.7, 512, 558(a), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), and
2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay

period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to: timely pay all minimum and regular wages for all hours worked, including mandatory pre-shift time; pay proper overtime wages at the correct rate; provide compliant meal and rest breaks; maintain accurate employment records including records of meal and rest periods; furnish accurate itemized wage statements that properly reflect meal and rest break premiums; reimburse necessary business expenses including required supplies and protective equipment; and provide access to employment records upon request. These violations have affected Claimant and other Aggrieved Employees throughout their employment with the Company.

The Company must be enjoined from engaging in these unlawful practices and held accountable for civil penalties as provided by law. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND
THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 226(h), 1194, 1198.5(l), 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 226(h), 1194, 1198.5(l), 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorneys' fees, and she will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of herself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the

violations of the Labor Code and the applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself, all other Aggrieved Employees, and the State of California.

Sincerely,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive, flowing style.

Nathan Reese